(22,118 and 22,119.)

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1910.

No. 514.

DORIS GRIFFITH, *ALIAS* DORIS GRIFFIN, PLAINTIFF IN ERROR,

vs.

THE STATE OF CONNECTICUT.

No. 515.

DORIS GRIFFITH, *ALIAS* DORIS GRIFFIN, PLAINTIFF IN ERROR,

vs.

THE STATE OF CONNECTICUT.

IN ERROR TO THE SUPREME COURT OF ERRORS OF THE STATE OF CONNECTICUT.

INDEX.

JUDD & DETWEILER (INC.), PRINTERS, WASHINGTON, D. C., NOVEMBER 4, 1910.

1 UNITED STATES OF AMERICA, *ss:*

The President of the United States of America to the Justices of the Supreme Court of Errors, Hartford County, State of Connecticut, Greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the Supreme Court of Errors, State of Connecticut, before you, or some of you, between The State of Connecticut and Doris Griffith, alias Doris Griffin, a manifest error hath happened, to the great damage of the said Doris Griffith, alias Doris Griffin, as is said and appears by her complaint, we, being willing that such error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Justices of the United States Supreme Court at Washington, D. C., U. S. of A., together with this writ, so that you have the same at the said place, before the Justices aforesaid, on the 10th day of March, 1910, that the record and proceedings aforesaid being inspected, the said Justices of the United States Supreme Court, may cause further to be done therein, to correct that error, what of right and according to the law and custom of the United States ought to be done.

Witness, the Honorable Melville W. Fuller, Chief Justice of the Supreme Court of the United States, this — day of February, in the year of our Lord one thousand nine hundred and ten, and
2 of the Independence of the United States the one hundred and thirty-fourth.

[Seal of Circuit Court. Connecticut.]

[L. S.] E. E. MARVIN,
Clerk of the United States Circuit Court.

The foregoing writ is hereby allowed, on its signature by the clerk of said court under its seal.

SIMEON E. BALDWIN,
Chief Justice of the Supreme Court of Errors of State of Connecticut.

3 Security fixed at $8000, Bond to be approved by me and to operate as a supersedeas, after said writ of error is duly signed and sealed. Upon the approval thereof the said Doris Griffith, alias Doris Griffin, is to be released from custody and a stay is hereby

granted pending the determination of the appeal in the United States Supreme Court.

Dated New Haven, Conn., February the 2nd, 1910.

SIMEON E. BALDWIN,
Chief Justice of the Supreme Court of Errors of the State of Conn.

Filed February 2, 1910.

GEORGE A. CONANT, *Clerk.*

[Endorsed:] U. S. Supreme Court. People of the State of Connecticut against Doris Griffith alias Doris Griffin. Original. Writ of error and stay. I. Henry Harris, Attorney for Pl't'f in Error, 320 Broadway, Central Bank Building, Borough of Manhattan, New York City.

4 STATE OF CONNECTICUT:

Supreme Court of Errors, Hartford County, First Judicial District.

I, George A. Conant, Clerk of the Supreme Court of Errors of the State of Connecticut in and for Hartford County in the First Judicial District, by virtue of the foregoing writ of error and in obedience thereto, do hereby certify that the following pages numbered 5 to 91 inclusive, contain a true and complete transcript of the records and proceedings had in said Supreme Court of Errors in two cases, to wit:—No. 332, State of Connecticut, vs. Doris Griffith, alias Doris Griffin and No. 333, State of Connecticut, vs. Doris Griffith, alias Doris Griffin, et al., as the same remain of record on file in my office; and that said cases were heard together in said Supreme Court of Errors on January 5 and 6, 1910.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Supreme Court of Errors, this 4th day of March 1910.

[Seal Supreme Court of Errors, Con.]

GEORGE A. CONANT, *Clerk.*

5 STATE OF CONNECTICUT,
Hartford County, ss:

City Police Court, City of Hartford.

To the City Police Court, established and holden within and for the City of Hartford, in Hartford County, John F. Forward, Special Prosecuting Attorney for said City of Hartford, on oath complains, presents and informs; that on the 22nd day of July 1909, at and within said City of Hartford, Doris Griffin, now of said City of Hartford, being then and there the agent of one D. H. Tolman, a private individual, did then and there loan to one Henry Curtiss the sum of twenty-six dollars and did then and there un-

lawfully and feloniously charge the said Henry Curtis interest therefor at a greater rate than fifteen per cent per annum, to wit, at the rate of one hundred per cent per annum, there being no bona fide mortgage of real or personal property as security for said loan against the peace and contrary to the form of the Statute Ordinance of said City in such case made and provided.

And said Attorney further complains and informs that on the 22nd day of July, 1909, at and within the limits of the City of Hartford the said Doris Griffin with force and arms, being then and there the agent of one D. H. Tolman, a private individual, did then and there loan to one J. H. Skinner twenty-six dollars and did then and there unlawfully and feloniously charge the said J. H. Skinner interest therefor at a greater rate than fifteen per cent per annum, to wit, at the rate of one hundred per cent per annum, there being no bona fide mortgage of real or personal property as security for said loan against the peace and contrary to the form of the Statute in said case made and provided.

And said Attorney further complains and informs that on the — day of July, 1909 at and within the limits of the City of Hartford, the said Doris Griffin with force and arms, being then and there the agent of one D. H. Tolman a private individual, did then and there loan to one Michael Mullen the sum of twenty-
6 six dollars and did then and there unlawfully and feloniously charge the said Michael Mullen interest therefor at a greater rate than fifteen per cent per annum, to wit, at the rate of one hundred per cent per annum, there being no bona fide mortgage of real or personal property as security for said loan, against the peace and contrary to the form of the Statute in such case made and provided.

And said Attorney prays process against the said Doris Griffin that she may be arrested and examined touching the allegations contained in this complaint, and be thereon dealt with according to law.

Dated at said City of Hartford, this 23 day of July, A. D. 1909.

JOHN F. FORWARD,
Special Prosecuting Attorney for the City of Hartford.

STATE OF CONNECTICUT,
County of Hartford,
City of Hartford, ss:

To the Sheriff of the County of Hartford, or his Deputy; to the Marshall of the City of Hartford, or his Deputy; or either Policeman of said City; or any Constable in the Town of Hartford, within said County, and to —— —— of said City, an indifferent person, Greeting:

By Authority of the State of Connecticut, You are hereby commanded to arrest the body of the within named Doris Griffin and *him* forthwith have before the City Police Court, holden within and for the City of Hartford, in said County, to answer the charges alleged against *him* in the foregoing complaint, and be dealt with

thereon as the law directs. Hereof fail not, but of this warrant, service and return make according to law.

Dated at Hartford, this 23 day of July, A. D. 1909.

JOHN L. BONEE,
Clerk of the City Police Court.

7 To Officer: S'g't Hart, S'g't Weltner; Henry Curtis, J. H. Skinner, Michael Mullen, Clara Gray:

By Authority of the State of Connecticut, You are hereby commanded to appear forthwith before the City Police Court, holden within and for the City of Hartford, in the County of Hartford, on the 23 day of July, 1909, to testify in a certain trial then and there to be had, what you know respecting certain charges alleged against Doris Griffin.

Hereof fail not, under penalty of the law in such case provided.

Dated at Hartford, this 23 day of July, A. D. 1909.

To any proper officer and to —— —— of said — an indifferent person, to serve and return.

JOHN L. BONEE,
Clerk of City Police Court.

HARTFORD COUNTY, *ss:*

CITY OF HARTFORD, *July* 26, *A. D.* 1909.

Then and there by virtue of the within and foregoing Complaint and Warrant, I arrested the body of the within named Doris Griffin and read the same in *his* hearing, and have *him* here in Court before the City Police Court, holden within and for the City of Hartford, in Hartford County; and I duly served the above subpœna on the several witnesses named therein.

Attest,

T. W. BRAZEL, *Policeman.*

Fees.

Travel to Arrest	$.10
Arrest	.50
Cash paid for assistance in making arrest	—
Travel to Court with Prisoner	.25
Summoning witnesses:	
Readings	.76
— Miles travel	.60
Attendance at Court with Prisoner	.50
Custody of Prisoner	1.00
	$3.71

8 STATE OF CONNECTICUT,
Hartford County, ss:

City Police Court, City of Hartford.

Established and holden for and within the limits of said City, on the 26 day of July A. D. 1909, and

Present, Hon. Edward L. Steele, Associate Judge, holding said Court.

The within named defendant, Doris Griffin of said Hartford, was *were* brought before said Court, by virtue of a warrant issued upon due information given to the Judge of said Court by John F. Forward, Special Prosecuting Attorney of said Court, charged with the crime stated in the foregoing complaint, Violation of the Loan Law as per complaint on file fully appears.

And the said accused being required to make answer to said complaint, said that she is not guilty in the manner and form as in said complaint is alleged.

And having inquired into the facts stated in the said complaint, the Court is of opinion, that probable cause exists that the accused is guilty as charged in said complaint; whereupon it is ordered and considered by said Court that the said accused become bound with sufficient surety, in a recognizance of one thousand ($1000) Dollars to the State of Connecticut conditioned that the said accused shall appear before the next Superior Court, having criminal jurisdiction, to be holden at Hartford, in and for the County of Hartford on the third Tuesday of September, 1909, then and there to answer to said complaint, and abide the order and judgment of said Court touching said complaint, and the matters charged therein. And the said accused as principal, and Frank Stayton of Hartford, as surety, became bound accordingly.

JOHN L. BONEE, *Clerk.*

The within and foregoing is a true and attested copy of the original complaint, warrant, subpœna, officer's return, and of
9 the judgment and order of the Court thereon, in my office in State vs. Doris Griffin.

Dated at Hartford, this 26th day of July, 1909.

[Seal of City Police Court, City of Hartford.]

Attest,

JOHN L. BONEE,
Clerk of the City Police Court, City of Hartford.

(Indorsements:) (952). July 26, 1909. Recorded, Book 2 B O Page 888. State vs. Doris Griffin, alias Doris Griffith. Complaint for violation of loan law. Plea Not Guilty. Probable Cause Found. And costs taxed at 10.56. Bound over to Sept. Term 1909. Bonds, $1000. Bondsman, Frank Stayton.

Subpœna	.25
Court	3.00
Officer's Fees	3.71
Witness Fees	3.60
	10.56
Copies and —	2.50
	13.06

—— ——, *Clerk.*

Bail Bond.

Know all men by these presents, That Dorris Griffith and Elizabeth Trimble, both of Hartford, Connecticut, and The United States Fidelity & Guaranty Company of Baltimore, Maryland, a legal corporation organized under the laws of the State of Maryland, and authorized to do business in the State of Connecticut, in the sum of Two Thousand One Hundred Dollars ($2100.) to be paid to the State of Connecticut, to which payment well and truly to be made, we bind ourselves, jointly and severally, and our heirs, executors, administrators, and assigns firmly by these presents.

Signed and sealed by us this 14th day of September, A. D. 1909.

The Condition of the above Obligation is such that whereas the said Dorris Griffeth and Elizabeth Trimble shall appear before the Superior Court for the County of Hartford, on the 21st day of September, 1909, at 10 A. M., then and there to answer to this complaint for violation of the Usury Law and abide the order of the said Court thereon.

Now, therefore, if the said Dorris Griffeth and Elizabeth Trimble shall appear before said Superior Court for the County of Hartford on the 21st day of September in answer to said complaint, then this obligation is to be void, otherwise in full force and effect.

DORIS GRIFFITH. [L. S.]
ELIZABETH TRIMBLE. [L. S.]

[Seal of The United States Fidelity & Guaranty Company. Incorporated, 1896.]

THE UNITED STATES FIDELITY & GUARANTY COMPANY,
By GEO. W. BAKER, *Att'y.* [L. S.]
HARRISON B. FREEMAN, JR., [L. S.]
Att'y in Fact.

Signed and sealed in the presence of

B. F. GAFFNEY.
J. L. BONEE.

To the Honorable Superior Court of the State of Connecticut, Hartford County, September Term, A. D. 1909:

Hugh M. Alcorn, State's Attorney, within and for said County, presents and informs that heretofore, to wit, on the twenty-second day of July A. D. 1909, at the city of Hartford in said county, Doris Griffith alias Doris Griffin, of said Hartford, with force and arms,
being then and there the agent of one D. H. Tolman, a private
11 individual, did then and there loan to one Henry Curtiss,
the sum of twenty-six dollars, and did then and there unlawfully and feloniously charge the said Henry Curtiss interest therefor at a rate greater than fifteen per cent per annum, to wit—at the rate of one hundred sixty per cent per annum, there being no bona fide mortgage of real or personal property as security for said loan, against the peace and contrary to the form of the statute in such case made and provided.

Second Count. And said Attorney further presents and informs that heretofore, to wit—on the twenty-second day of July, A. D. 1909, at said city of Hartford, the said Doris Griffith alias Doris Griffin, with force and arms, being then and there the agent of one D. H. Tolman, a private individual, did then and there loan to one J. H. Skinner, the sum of twenty-six dollars, and did then and there unlawfully and feloniously charge the said J. H. Skinner interest therefor at a rate greater than fifteen per cent per annum, to wit—at the rate of one hundred and sixty per cent per annum, there being no bona fide mortgage of real or personal property as security for said loan, against the peace and contrary to the form of the statute in such case made and provided.

Third Count. And said Attorney further presents and informs that heretofore, to wit, on the — day of July, A. D. 1909, at said City of Hartford, the said Doris Griffith alias Doris Griffin, with force and arms, being then and there the agent of one D. H. Tolman, a private individual, did then and there loan to one Michael Mullen, the sum of twenty-six dollars, and did then and there unlawfully and feloniously charge the said Michael Mullen interest therefor at a rate greater than fifteen per cent per annum, to wit:—at the rate of one hundred and sixty per cent per annum, there being no bona fide mortgage of real or personal property as security for said loan,
against the peace and contrary to the form of the statute in
12 such case made and provided.

Fourth Count. And said Attorney further presents and informs that heretofore, to wit, on the twenty-second day of July, A. D. 1909, at said city of Hartford, the said Doris Griffith alias Doris Griffin, with force and arms, being then and there the agent of one D. H. Tolman, a private individual, did then and there loan to one Henry Curtiss the sum of twenty-six dollars, and did then and there unlawfully and feloniously accept a note for an amount greater than that actually loaned, to wit:— for the amount of thirty-six dollars, with intent then and there to evade the provisions of Sec. 1 of Chap. 238 of the Public Acts of 1907, against the peace and contrary to the form of the statute in such case made and provided.

Fifth Count. And said Attorney further presents and informs that heretofore, to wit—on the twenty-second day of July A. D. 1909, at said city of Hartford, the said Doris Griffith alias Doris Griffin, with force and arms, being then and there the agent of one D. H. Tolman, a private individual, did then and there loan to one J. H. Skinner the sum of twenty-six dollars, and did then and there unlawfully and feloniously accept a note for an amount greater than that actually loaned, to wit:—for the amount of forty-two dollars, with intent then and there to evade the provisions of Sec. 1 of Chap. 238 of the Public Acts of 1907, against the peace and contrary to the form of the statute in such case made and provided.

Sixth Count. And said Attorney further presents and informs that heretofore, to wit—on the — day of July, A. D. 1909, at said city of Hartford, the said Doris Griffith alias Doris Griffin, with force and arms, being then and there the agent of one D. H. Tolman, a private individual, did then and there loan to one Michael Mullen the sum of twenty-six dollars, and did then and there unlawfully and feloniously accept a note for an amount greater than that
13 actually loaned, to wit:—for the amount of forty-two dollars, with intent then and there to evade the provisions of Sec. 1 of Chap. 238 of the Public Acts of 1907, against the peace and contrary to the form of the statute in such case made and provided.

HUGH M. ALCORN,
State's Attorney.

(Indorsements:) No. 952. State v. Doris Griffith, alias Doris Griffin. Sup. Court, Sept. Term, 1909. Violation Loan Act. Not Guilty, Sept. 22, 1909. Cont'd Oct. 7, 1909.

(*Duplicate Docket Minutes Indorsed upon the File.*)

Application for permission to withdraw plea of not guilty denied by the Court Sept. 24, 1909.

Defendant's request to charge filed Sept. 24, 1909.

Above request to charge denied by the Court Sept. 25, 1909.

Verdict of guilty on each count Sept. 25, 1909, at 11.25 a. m.

Fine of $1,000 and costs on each count Sept. 25, 1909.

Stay of execution until Tuesday, Sept. 28, 1909, at 10 a. m., on condition of furnishing a bond of $8,000, Sept. 25, 1909.

Above stay of execution rescinded Sept. 25, 1909.

Notice of appeal filed Sept. 25, 1909.

Stay of execution until final determination of cause granted Sept. 25, 1909 on condition of furnishing bond for $8000.

Bond for $8000 filed Sept. 25, 1909.

Extension of two weeks for filing request for finding granted Oct. 5, 1909.

Defendant's request for finding and draft finding filed Oct. 18, 1909.

Counter-finding filed Oct. 23, 1909.

Finding filed Nov. 12, 1909.

Appeal filed Nov. 22, 1909.

14 Superior Court, Hartford County, September 24, 1909.

STATE OF CONNECTICUT
vs.
DORA GRIFFITH.

Defendant's Request to Charge.

The defendant in the above entitled cause hereby request the Court to charge the jury as follows:

1. That Chapter 238 of the Public Acts of 1907, entitled, "An Act Concerning Certain Loans," approved July 27th 1907, being the act under which the information in said cause is framed and found, is, under the provisions of Section 1, Article 14 of the Amendments to the Constitution of the United States, unconstitutional and void.

2. That said statute, being the act under which the indictment in said above cause is framed and found, is, under the provisions of Section 1, Article 14 of the Amendments to the Constitution of the United States, providing that no state shall deny to any person within its jurisdiction the equal protection of the laws, unconstitutional and void, inasmuch as said statute treats of and confers upon persons, firms, companies and corporations doing business in the County of Hartford and State of Connecticut, certain privileges which are general and not local in their nature, but by the terms of said act limits the exercise of said privileges to persons, firms or corporations incorporated under the laws of this state, and therefore, citizens of the State of Connecticut.

3. That said statute, under the constitutional provisions aforesaid, is unconstitutional and void, inasmuch as said statute treats of and confers certain rights and privileges upon national banks, or banks and trust companies incorporated under the laws of this state, or upon pawn brokers, provided such pawn brokers procure a license under Chapter 235 of the Public Acts of 1905, all of which rights and privileges said statute expressly deprives all other persons, and prohibits all other persons, firms and corporations from exercising.

15 4. That said statute is, under said constitutional provisions, unconstitutional and void, inasmuch as it treats of and imposes upon all persons, firms, companies and corporations of all other states, or banks or trust companies, excepting national banks, criminal penalties for acts made misdemeanors by said statute, and by its terms does not make such acts misdemeanors when done or performed by banks or trust companies chartered under the laws of the State of Connecticut, but expressly and wholly excepts said banks and trust companies, upon the commission or performance by them of said prohibited acts, from the penalties therefor provided by said act.

5. That said statute is, under the provisions of said constitutional provisions, unconstitutional and void, inasmuch as it attempts to confer upon all persons in the State of Connecticut, who are licensed,

and whose business it is, or a part of whose business it is to lend money as pawn brokers, and upon banks and trust companies, incorporated under the laws of the State, as a class, certain rights and privileges, which said rights and privileges said statute expressly forbids to be exercised by all other persons, firms, corporations, banks and trust companies incorporated under the laws of other states in the Union.

6. Said statute is, under the provisions of Section 1, Article 14 of the Amendments to the Constitution of the United States, unconstitutional and void, in that thereby this state is attempting to deprive persons of liberty and property without due process of law.

7. That said statute is, under said constitutional provisions, unconstitutional and void, in that thereby this state is attempting to abridge the privileges or immunities of citizens of the United States, contrary to the law of the land.

8. That said statute is, under said constitutional provisions, unconstitutional and void, in that thereby this state is attempting
16 to abridge and take away the right of contract between persons, firms, corporations, banks, and trust companies, incorporated under the laws of any state in the Union, other than the State of Connecticut.

9. That said statute is, under the provisions of Section 10 of the Constitution of the United States, unconstitutional and void.

10. That said statute is, under the provisions of said constitutional provision recited in Number 9, unconstitutional and void, inasmuch as its enforcement would impair the obligation of contracts existing between all persons, firms, or corporations, or banks, or trust companies duly incorporated under the laws of any state in the United States, excepting such banks and trust companies as may be incorporated under the laws of the State of Connecticut.

—— ——, *Defendant,*
By B. F. GAFFNEY,
B. M. HOLDEN,
Her Att'ys.

(Indorsements:) 952 & 998. Superior Court, Hartford County. September 24, 1909. State of Connecticut vs. Dora Griffith. Def't's Request to Charge. Filed Sept. 24, 1909. Lucius P. Fuller, Assistant Clerk. Denied Sept. 25, '09. Burpee, J. Benedict M. Holden, Attorney and Counselor at Law, Rooms 715 and 716, Conn. Mutual Building, 36 Pearl Street, Hartford, Conn.

17 952.

STATE
vs.
DORIS GRIFFITH, alias DORIS GRIFFIN.

SEPTEMBER 25, 1909.

Hugh M. Alcorn, Attorney of the State within and for said County, information makes charging that on the twenty-second

day of July, 1909, at the City of Hartford in said County, Doris Griffith, alias Doris Griffin, of said Hartford, with force and arms, being then and there the agent of one D. H. Tolman, a private individual, did then and there loan to one Henry Curtiss, the sum of twenty-six dollars, and did then and there unlawfully and feloniously charge the said Henry Curtiss interest therefor at a rate greater than fifteen percent per annum, to wit—at the rate of one hundred sixty percent per annum, there being no bona fide mortgage of real or personal property as security for said loan, as charged in the first count; and further charging that on the twenty-second day of July, 1909, at said Hartford, the said Doris Griffith, alias Doris Griffin, with force and arms, being then and there the agent of one D. H. Tolman, a private individual, did then and there loan to one J. H. Skinner, the sum of twenty-six dollars, and did then and there unlawfully and feloniously charge the said J. H. Skinner interest therefor at a rate greater than fifteen per cent per annum, to wit—at the rate of one hundred and sixty per cent per annum, there being no bona fide mortgage of real or personal property as security for said loan, as charged in the second count; and further charging that on the — day of July, 1909, at said Hartford, the said Doris Griffith, alias Doris Griffin, with force and arms, being then and there the agent of one D. H. Tolman, a private individual, did then and there loan to one Michael Mullen, the sum of twenty-six dollars, and did then and there unlawfully and feloniously charge the said Michael Mullen interest therefor at a rate greater than fifteen per cent per annum, to wit:—at the rate of one hundred and sixty per cent per annum, there being no bona fide mortgage of real or personal
18 property as security for said loan, as charged in the third count; and further charging that on the twenty-second day of July, 1909, at said Hartford, the said Doris Griffith, alias Doris Griffin, with force and arms, being then and there the agent of one D. H. Tolman, a private individual, did then and there loan to one Henry Curtis the sum of twenty-six dollars, and did then and there unlawfully and feloniously accept a note for an amount greater than that actually loaned, to wit:—for the amount of thirty-six dollars, with intent then and there to evade the provisions of Sec. 1 of Chap. 238 of the Public Acts of 1907, as charged in the fourth count; and further charging that on the twenty-second day of July, 1909, at said Hartford, the said Doris Griffith, alias Doris Griffin, with force and arms, being then and there the agent of one D. H. Tolman, a private individual, did then and there loan to one J. H. Skinner the sum of twenty-six dollars, and did then and there unlawfully and feloniously accept a note for an amount greater than that actually loaned, to wit:—for the amount of forty-two dollars, with intent then and there to evade the provisions of Sec. 1 of Chap. 238 of the Public Acts of 1907, as charged in the fifth count; and further charging in the sixth count that on the — day of July, 1909, at said Hartford, the said Doris Griffith, alias Doris Griffin, with force and arms, being then and there the agent of one D. H. Tolman, a private individual, did then and there loan to one Michael Mullen the sum of twenty-six dollars, and did then and there unlawfully and felo-

niously accept a note for an amount greater than that actually loaned, to wit:—for the amount of forty-two dollars, with intent then and there to evade the provisions of Sec. 1 of Chap. 238 of the Public Acts of 1907, as by information on file will appear.

To such information the said Doris Griffith, alias Doris Griffin, pleads and says that she is not guilty.

19 *Jurors Sworn.*

Joseph J. Morse	Clinton T. Inslee	Fred L. Dutton
William Hotchkiss	Martin J. Gorman	Hugh Young
Edward S. Lyman	Henry W. Barbour	Joseph Dart
James S. Forbes	Chester P. Loomis	E. J. Hoadley

Said cause having been fully heard and committed to said jury, they by their verdict find the said Doris Griffith, alias Doris Griffin, guilty on each of said six counts, as charged in the information. This Court doth accordingly adjudge the said Doris Griffith, alias Doris Griffin, guilty on each of said six Counts, and that she pay a fine of one thousand (1000) dollars to the Treasury of the State on each of said six counts and costs of prosecution taxed at $38.81; and the defendant having filed her notice of appeal to the Supreme Court of Errors, execution was thereupon stayed until the final determination of said cause.

(Indorsements:) No. 952. State vs. Doris Griffith, alias Doris Griffin. Judgment. Recorded, vol. 47, page 297.

State of Connecticut, Hartford County, Sept. 25th, 1909.

#952.

STATE OF CONN.
vs.
DORA GRIFFITH.

Notice of Appeal.

The defendant in the above entitled cause hereby gives notice of her intention to appeal from the Judgment rendered therein to the next Term of the Supreme Court of Errors within and for the first Judicial District State of Conn.

DEFENDANT,
By B. F. GAFFNEY,
B. M. HOLDEN,
Her Attorneys.

20 (Indorsements:) 952. State vs. Doris Griffith. Notice of Appeal. Filed Sep. 25, 1909. Lucius P. Fuller, Assistant Clerk.

Superior Court, Hartford County, September 25, 1909.

No. 952.

STATE OF CONNECTICUT
vs.
DORIS GRIFFITH.

Notice of Appeal.

The defendant in the above entitled cause hereby gives notice of her intention to appeal from the judgment rendered therein, to the next term of the Supreme Court of Errors, to be held within and for the First Judicial District of the State of Connecticut.

DEFENDANT,
By B. F. GAFFNEY,
BENEDICT M. HOLDEN,
Her Attorneys.

(Indorsements:) No. 952. Superior Court, Hartford County, September Term, 1909. State of Connecticut vs. Doris Griffith. Notice of Appeal. Filed Sep. 25, 1909. Lucius P. Fuller, Assistant Clerk.

Superior Court, Hartford County, Criminal Term, October 14, 1909.

952.

STATE
vs.
DORIS GRIFFITH, alias DORIS GRIFFIN.

998.

STATE
vs.
DORIS GRIFFITH, alias DORIS GRIFFIN, and ELIZABETH TRIMBLE.

Request for Finding.

The defendant in the above entitled cause having given notice of her intention to appeal from the judgment rendered therein, to the next term of the Supreme Court of Errors for the First Judi-
21 cial District, hereby requests a Finding of Facts for the presentment of the questions which she desires to have reviewed, to-wit:

1. Whether the court erred in refusing to charge the jury as requested by the accused;

2. Whether the court erred in instructing the jury to construe Chapter 238 of the Public Acts of 1903;

3. Whether the court erred in instructing the jury that the method pursued by the accused in receiving notes, was a violation of Chapter 238 of the Public Acts of 1903;

4. Whether the imposition by the court of a penalty of Six Thousand Dollars fine, and sixty days in jail, and costs, on the facts, was in violation of Section 13, Article First of the Constitution of the State of Connecticut.

DEFENDANT,
By B. F. GAFFNEY,
BENEDICT M. HOLDEN,
Her Attorneys.

Superior Court, Hartford County, Criminal Term, October 14, 1909.

STATE OF CONNECTICUT
vs.
DORIS GRIFFITH.

Defendant's Proposed Draft Finding.

1. In this cause the accused was informed against for violation of Chapter 238 of the Public Acts of 1907 entitled, "An Act Concerning Certain Loans."

On the trial of said cause, the State offered evidence to prove and claimed to have proved that the defendant was the agent of one, D. H. Tolman, a private individual, and as such agent was in charge of the office of the said Tolman in the city of Hartford, whose business was that of a money lender, and that on the dates in question she loaned as such agent, to the persons named in the information, the sums specified in each instance, and charged a greater sum than fifteen (15%) per cent per annum for such loans.

2. Henry Curtis was called as a witness by the State and testified that he went to the office which was in charge of the defend-
22 ant, for the purpose of borrowing money; that on July 21st, 1909, he made written application for a loan of Twenty-seven ($27) Dollars, as a result of which written application he received Twenty-six ($26) Dollars; that he was given a note made out for Thirty-six ($36) Dollars to bring back the following day, signed by Mrs. Curtis, his wife.

The application which was signed by the witness was introduced in evidence and marked "State's Exhibit A," and the note was introduced and marked "State's Exhibit B;" and that he also signed notes or orders on the firm he worked for, requiring them to make payment of Three ($3) Dollars each week, to the defendant.

Two of the orders so signed by the witness were introduced in evidence and marked respectively, "State's Exhibits C & D."

That all this transaction was carried on with the defendant, who told the witness that she was engaged in buying notes; and that the defendant filled out a note, payable to the order of the witness, and gave it to him; that he took it away with him; procured the signature to the note, and brought it back to the office of the defendant,

where he indorsed it; and that he received the money the day he indorsed the note. The witness further testified that he had never repaid any portion of the money so obtained by him.

3. James Skinner was called as a witness by the State, and testified that on July 21st or 22nd, 1909, he went to the office maintained by the defendant, for the purpose of borrowing Twenty-seven ($27) Dollars; that the witness received the money and before receiving it, he delivered a note, payable to himself, signed by a third party, and indorsed by him across the back thereof, which note was introduced in evidence and marked, "State's Exhibit E."

Witness further testified that he signed papers similar to State's Exhibits A, B and D.

4. Michael Mullin was called as a witness by the State
23 and testified that in July 1909 he went to the office maintained by the defendant, for the purpose of borrowing Twenty-Five ($25) Dollars, and that he procured his wife's signature to a note, payable to himself, and he indorsed the note and sent it back to the office and that Twenty-five ($25) Dollars was delivered at his house.

5. Ernest G. Pettit was called as a witness by the State and testified that on September 6th 1909 he was sent by a detective of the Hartford police department to the office maintained by the defendant; that he applied for a loan of Twenty ($20) Dollars, and was told that he must get someone to indorse a note for him; that he returned with a man, who made a note payable to himself, and indorsed it and received Seventeen ($17) Dollars.

The note was introduced in evidence and marked, "State's Exhibit G."

6. The defendant offered evidence to prove and claimed to have proved that she was in the employ of one, D. H. Tolman, and was sent to the office in Hartford to straighten out the affairs and temporarily attend to the management of it, and to look over the books and see if everything was al- right in the office, and to hire an assistant to the manager who was then in charge.

7. The accused supports herself, and with the aid of a sister, her aged mother, in Canandaigua, N. Y., out of her earnings as an employee of the said D. H. Tolman.

8. She had been assured that a legitimate business could be done in purchasing notes, without violating Chapter 238 of the Public Acts of 1907.

9. That after she came to the office, the manager left, and she staid, waiting until she could employ a suitable manager.

10. That she waa authorized to purchase notes and was not authorized to make loans; that the business of the office was conducted
by purchasing notes of third persons, and unless a note was
24 made payable to the applicant for money, and indorsed by the applicant, no money could be obtained; and that in each instance alleged in the complaint; and testified to by witnesses for the State, she told the parties she could not make a loan, but would buy a note, if they had a note payable to their order, and in each instance the transaction was the purchasing of a note of a third person,

and that these transactions which were carried on by her; were the bona fide purchases of negotiable instruments for value.

11. The Defendant's Request to Charge, and the Charge are annexed hereto as Exhibits A & B respectively.

12. As the jury were about to retire, they asked the Court for a copy of the General Statutes, but on objections made by counsel for the accused, the Court denied the request.

13. The jury brought in a verdict of guilty, and the Court sentenced the accused to pay a fine of One Thousand ($1000) Dollars on each of six counts, and sixty days in jail on two other counts.

EXHIBIT A.

Superior Court, Hartford County, September 24, 1909.

STATE OF CONNECTICUT
vs.
DORA GRIFFITH et al.

Defendants' Request to Charge.

The defendants in the above entitled cause hereby request the Court to charge that:

1. That Chapter 238 of the Public Acts of 1907, entitled "An Act Concerning Certain Loans," approved July 27th 1907, being the act under which the information in said cause is framed and found, is, under the provisions of Section 1, Article 14 of the Amendment to the Constitution of the United States, unconstitutional and void.

2. That said statute, being the act under which the indictment in said above cause is framed and found, is, under the provisions of Section 1, Article 14 of the Amendments to the Constitu-
25 tion of the United States, providing that no state shall deny to any person within its jurisdiction the equal protection of the laws, unconstitutional and void, inasmuch as said statute treats of and confers upon persons, firms, companies and corporations doing business in the County of Hartford and State of Connecticut, certain privileges which are general and not local in their nature, but by the terms of said act limits the exercise of said privileges to persons, firms, or corporations incorporated under the laws of this State, and therefore, citizens, of the State of Connecticut.

3. That said statute, under the constitutional provisions aforesaid, is unconstitutional and void, inasmuch as said statute treats of and confers certain rights and privileges upon national banks, or banks and trust companies incorporated under the laws of this state, or upon pawn brokers, provided such pawn brokers procure a license under Chapter 235 of the Public Acts of 1905, all of which rights and privileges said statute expressly deprives all other persons, and prohibits all other persons, firms, and corporations from exercising.

4. That said statute is, under said constitutional provisions, unconstitutional and void, inasmuch as it treats of and imposes upon all persons, firms, companies and corporations of all other states, or

banks or trust companies, excepting national banks, criminal penalties for acts made misdemeanors by said statute, and by its terms does not make such acts misdemeanors when done or performed by banks or trust companies chartered under the laws of the state of Connecticut, but expressly and wholly excepts said banks and trust companies, upon the commission or performance by them of said prohibited acts, from the penalties therefor provided by said act.

5. That said statute is, under the provisions of said constitutional provisions, unconstitutional and void, inasmuch as it attempts to confer upon all persons in the State of Connecticut, who are licensed, and whose business it is, or a part of whose business it is to lend money as pawn brokers, and upon banks and trust companies, incorporated under the laws of the State, as a class, certain rights and privileges, which said rights and privileges said statute expressly forbids to be exercised by all other persons, firms, corporations, banks and trust companies incorporated under the laws of other states in the Union.

6. Said statute is, under the provisions of Section 1, Article 14 of the Amendments to the Constitution of the United States, unconstitutional and void, in that thereby this state is attempting to deprive persons of liberty and property without due process of law.

7. That said statute is, under said constitutional provisions, unconstitutional and void, in that thereby this state is attempting to abridge the privileges or immunities of citizens of the United States, contrary to the law of the land.

8. That said statute is, under said constitutional provisions, unconstitutional and void, in that thereby this state is attempting to abridge and take away the right of contract between persons, firms, corporations, banks, and trust companies incorporated under the laws of any state in the Union, other than the State of Connecticut.

9. That said statute is, under the provisions of Section 10 of the Constitution of the United States, unconstitutional and void.

10. That said statute is, under the provisions of said constitutional provision recited in Number 9, unconstitutional and void, inasmuch as its enforcement would impair the obligation of contracts existing between all persons, firms, or corporations, or banks, or trust companies duly incorporated under the laws of any state in the United States, excepting such banks, and trust companies as may be incorporated under the laws of the State of Connecticut.

DEFENDANTS,
By B. F. GAFFNEY.
B. M. HOLDEN.

27 EXHIBIT B.

STATE OF CONNECTICUT,
County of Hartford:

Superior Court, September 25, 1909.

Before the Hon. L. F. Burpee, Judge, and a Jury.

No. 952 and No. 998.

THE STATE
v.
DORIS GRIFFITH, alias DORIS GRIFFIN.

Charge of the Court.

Gentlemen of the Jury:

There are two complaints in these proceedings, and they are based upon an act passed by the legislature in 1907, called an act relating to certain loans. The counsel for the accused have requested me for various reasons stated to charge you that this act is unconstitutional and void. These requests I deny. I charge you that the act is constitutional and valid.

We are concerned particularly with the first two sections of the act. The first section provides that: "No person, firm or corporation, or any agent thereof, other than a national bank or bank or trust company duly incorporated under the laws of this state or a pawn broker as provided in Chapter 235 of the public acts of 1905, shall directly or indirectly loan money to any person, and directly or indirectly charge, demand, accept or make an agreement to receive therefor interest at a greater rate than fifteen per centum per annum. The provisions of this section shall not apply to loans made to any national bank or any bank or trust company duly incorporated under the laws of this state, or to any bona fide mortgage of real or personal property."

The person here is accused as the agent of a third party. You have nothing to do with corporations or banks, pawn brokers or trust companies, and in every case the uncontradicted evidence is that no mortgage of real or personal property was given. So that we have to consider this section as we find it by striking out all those words and get down to this: "No person shall directly or indirectly loan money to any person and directly or indirectly charge,
28 demand, accept or make an agreement to receive therefor interest at a greater rate than fifteen per centum per annum." That is all that is left which you have to consider in these proceedings.

There is a second section which apparently the General Assembly passed with the fear in their minds that somebody might endeavor to get around the first section. That section is this: "No person,

firm, or corporation with intent to evade section one hereof, shall accept a note for a greater amount than that actually loaned." And here again we have to consider nothing but the words: "No person, with intent to evade section one hereof, shall accept a note for a greater amount than that actually loaned."

Of course you all know what a loan is, what it is to loan or lend money, or any other thing. I presume the more common expression amongst us New Englanders is "to lend." We speak of a lending of money or other thing, and we call it a loan. But I venture to call your attention to some of the definitions given in the dictionaries. "To lend or loan is to give or allow the use of anything in expectation of a return of the same, or its equivalent, and in business transactions generally compensation or payment for the use is also expected. A loan is anything lent on condition that it, or its equivalent, will be returned, and especially a sum of money lent at interest. Interest in all business transactions is a premium, generally consisting of money, which is paid for the use of money. To lend or to loan is the direct opposite of to borrow."

To prove any person guilty, therefore, under the first section of this act, you must find that the accused has lent money to some person with the expectation that that or its equivalent would be returned. Strictly speaking it is not important to consider whether compensation is expected or not, but, as I have shown you in these definitions, in business transactions, almost universally, com-
29 pensation is expected at some time or other for the use or detention of the thing loaned. Now, in this case, if the accused person gave to another money, (because that is expressly specified in the statute) as a loan, that is with the expectation that it would be returned either in kind or in equivalent, at some specified time, or upon demand, then that person has lent or loaned money. That transaction is legitimate, so far. It only becomes obnoxious to the law if that loan or lending was made with the expectation of a larger return than the per cent specified distinctly in the statute, that is, fifteen per cent.

And notice this language: "If any person shall charge, demand, accept or make an agreement to receive." "If any *person* shall *charge.*" In ordinary language that means that you wish another person to pay you. We say: "What do you charge for your services? What do you charge for that horse?" * * * *"Demand."* That means to exact the payment of * * * "or *accept."* A person may accept compensation which he has not asked for, or demanded, or charged. So, in this case, if the accused person accepted compensation at the rate specified, then, although she may not have asked for it, much less demanded it, it is a violation of the statutes. So if she merely makes an agreement that at some time the person to whom the loan is made will pay her more than 15 per cent of interest, the statute has been violated.

I must call your attention to another provision which narrows this statute in one sense, and broadens it very much in another. The language is no person shall *"directly or indirectly"* loan money to another. Of course a direct loan of money would be a simple mat-

ter, but a loan may be accomplished by indirection. The question is in this, as in every case, was this loan made under such circumstances as to bring it within the terms of the statutes, or was it made indirectly? I understand that language to mean: Was the giving of this money for this compensation or expectation in the
30 way of interest, done so as to effect a result similar to what a direct loan would be? Was the effect of this transaction to make a loan of money? If it was, then a loan was made indirectly, and it comes within the purview of the law.

And so as to the interest, the charge need not be made directly, the interest may not be demanded directly, it may not be accepted directly, but if it is indirectly accepted, demanded, or charged, the statute has been violated. As I said before, if the result be the same as it would be if a direct demand, charge, or acceptance had been made, then the result must be the same, and the statute has been violated.

Now, before proceeding to consider the second question, I call your attention to the fact that there are two complaints here. The first one is based upon certain transactions that took place about July 21; the second one relates to transactions that occurred about September 7, of this year. This first complaint contains six counts, and you will see that the first three of them are based upon this first section; that is, these first three counts charge this accused woman with having directly or indirectly, made a loan of money to another, and having charged, demanded, accepted, or agreed to get, a rate of interest exceeding fifteen per cent. So that in considering these first three counts, in this complaint, you have to keep in mind the provisions of the first section of this act only, and consider whether directly or indirectly the evidence has proved beyond a reasonable doubt that this accused effected a loan, and that compensation was charged, demanded, or accepted at a rate of interest exceeding fifteen per cent. Now you have heard all the evidence in regard to this transaction. As I have said, without reviewing the evidence just now, it will be for you to decide whether directly or indirectly, this accused woman did make loans to any person, or these three persons specified (for we have to deal with nothing else) in which interest was demanded, charged, or accepted at a rate exceeding fifteen per cent. Now, what I have said in regard to these first three
31 counts of this first complaint, applies equally to the first count of the second complaint, for that also is based entirely upon the first section of the statute.

You will remember that there are four distinct transactions which have been testified to here before you, a transaction with Curtis, one with Skinner, one with Mullin, and one with Pettit. As I have said you have to consider nothing else. Whatever the transactions of this woman may have been with other people, we have nothing to do with them at this time. We must confine our attention entirely to these four transactions. Well, now, the state's attorney, gentlemen, has seen fit to include in these complaints allegations which relate to the second section of this act. In the first complaint the last three counts are based upon the second section. They concern

the same transactions as the first three counts are concerned with, but, instead of charging a loan at an excessive rate of interest they charge that this accused accepted a note with the purpose of evading the provisions of the first section. And that statement applies also to the second count of the last complaint.

You are at liberty, gentlemen, to find this accused guilty upon any one of these counts, or upon all the counts. You will consider each separately. And, in your deliberations you must bear in mind, as I have already cautioned you, that every accused person is presumed to be innocent until his or her guilt has been established beyond a reasonable doubt. If there is any reasonable doubt in your minds as to the nature and effect of the transactions which have been testified to here, this accused woman is entitled to the benefit of that doubt, and you should find her not guilty. Her presumption of innocence cannot be taken from her until the State has sustained the burden of proving to your satisfaction, and beyond a reasonable doubt, that she has committed one or more of the offenses of which she stands accused. A reasonable doubt is not a whim, it is not a suspicion, it is not based upon prejudice, it is not founded
32 upon a desire because of sympathy to shield the accused person. A reasonable doubt is one which is arrived at by a process of reasoning, which has a basis in reason, for which we can give a reason. A reasonable doubt comes up in the minds of reasonable men spontaneously. It is not such a doubt as one gropes about to find for some ulterior purpose.

Now, let us consider the evidence for a while. In every instance it appears that these several men wanted to get some money. They wanted, some of them say, to make a loan, to get a loan of money. Some did not use that word "loan" but wanted to get some money. And each one of them went to the office where this accused was acting as agent, and had some conversation with her, which varied, of course, in each instance, but in substance, it was the same in every instance. They asked her for money always, and she said she told each one of them she could not lend them any money. Now, some of the witnesses say that they do not remember her saying anything of that kind. Some say that they asked her directly to lend them money, or for a loan of money. But she claims that in every instance, her reply was that she did not loan money, and then she voluntarily suggested to them that she was engaged in the business of buying notes. Now, the State calls your attention to the fact, that in no one of these instances, did either of these men go there with a note which he had to sell; that they had not in their minds, so far as the evidence disclosed, any intention of making, or selling, certainly not of selling, any note; and that no one of these men had a note then in existence, or in possession, which he wanted to sell to this accused. And the State calls upon you to remember that it was her suggestion in each instance upon which this note transaction was based. The accused says that, having made this suggestion, which was found to be acceptable, in each case, to the applicant, that then he made out an application, as you see or will see on these applica-

tion blanks. You will have an opportunity to examine them,
33 and determine what good faith, or how far they tend to show good faith or bad faith, if at all, in these transactions. Miss Griffith has explained to you what the original form was, and how to some extent, and why, certain erasures and interlineations were made. Your attention has been called to the phraseology of these applications, especially in the last paragraph.

Now, these applications are significant, if they have any significance at all, as bearing particularly upon the question of the good faith of this transaction. For, you must remember that you were trying to find out whether this woman was making a loan at an excessive rate of interest, or was accepting a note with intent to evade the first section of this statute. Your attention has been called to the fact that these applications originally were headed: "Application for sale of salary." And "salary" was erased and the word "credit" substituted. And in the last paragraph, the words "my salary" were erased, and the word "note" interlined, so that it reads: "these statements are made for the sole purpose of inducing you to purchase *a note,* with full knowledge on my part, if they are not true, I will be securing money under false pretences, and to the best of my knowledge and belief my position with my present employer is a permanent one, and will continue during the time the note I offer to sell you will run, and I will not, during the life of any contract made with you, or with our client, collect or attempt to collect my salary in advance."

Now, this application having been in that form, the accused says that in each instance she made out a note upon a form which she had in the office, and which you will see samples of in the exhibits, and that she gave this note to the applicant in each case, with directions that he procure some third person to sign it as a maker. It appears to be in her mind an essential part of this transaction that the
34 note, which she claimed she was about to buy, must be the note of a third person, indorsed by the applicant for the money, and, she so impresses it on the minds of each of these applicants that it must be the note of a third person.

Your attention has been called to the fact that the notes in some, if not all, of the instances, I think in all of them, reads: "Hartford, Connecticut, July 22, 1909. On every Wednesday" or whatever the day may be—"after date, *for value received,* I promise to pay to the order of Michael Mullin," in this case so many—"dollars a week" until a certain sum of money has been paid in full. The defense calls attention to the fact, and it is true, that the words *"for value received,"* raise a presumption that the note was given for value. Now, in each case, the man to whom this note was given, took it away, and got somebody to sign it as the maker, and brought it back, and he was then required to indorse it in a special form of indorsement; "I hereby guarantee the payment of the within note at maturity, or at any time thereafter, and agree that all conditions on the face hereof shall apply to me." Having received that, the accused claims that she made investigations as to the reliability of the maker and indorser of the note. The state, however, calls to

your attention that in some instances, some of the instances appearing here before you, the money was paid immediately upon the delivery of the note. In at least one instance it does appear that the payment of the money was withheld until Miss Griffith or her assistant, had had an opportunity to investigate the maker of the note. The state lays particular stress upon the fact that, in at least two instances, the wife of the applicant for the money is the maker of the note, and bears down on the fact that the applicants,—working men, upon limited salaries, are not men of very great financial ability generally, and claims a presumption in the argument, founded upon the evidence that the wives of these men may not be financially sound.

35 Now, all these things are to be carried in mind by you in your deliberations as bearing upon the question, first, of whether a loan was made, and second, whether, if no loan was made, these notes were accepted by this accused for the purpose of avoiding the penalties of making a loan. You will notice in the evidence that in every instance a considerable sum less than the amount of the note was given to these several parties. Curtis, for instance, testifies that he received $26; his note which was accepted by this accused was for $36. Skinner says that he got $26, or $27, his note, or the note which was accepted when this money was given to him, is for $42. Mullin got $25, the note which he gave, and which the accused accepted, was for $42. Pettit got $17 or $18; the note which he gave and which this accused accepted was for $28. It is for you to compute, in whatever way you see fit, and determine for your own satisfaction whether there was more than fifteen per cent charged, demanded, accepted, or agreed upon by this accused, and these several persons.

The state also has called your attention to an advertisement which you will have before you, and points out to you that this accused, or the concern of which she has been agent, proposes to make loans on notes of "salaried people," people earning salaries. And the state calls your attention to the fact that in two of these cases the notes were not made by people earning salaries, but by the wives of the applicants for the money. The state calls attention — the language: "cheapest rates; easiest payments." You will have the advertisement for your consideration, and give to it the weight you think it fairly and reasonably deserves in determining any of the questions that you have to settle.

Now, there is one other thing that I want to call your attention to. That is the language of this second section. I would suppose that, in your deliberations, you would first take up the first section,

36 and consider the counts which are based upon that section, and determine whether the evidence has established beyond a reasonable doubt that this accused did make these loans, and did demand, charge, or accept, an excessive rate of interest. When you have settled the questions upon those four counts, you will then come to consider the second section, and determine whether or not she accepted these several notes for the purpose of evading the first section. I call your attention once more to this language: "No person,

with intent to evade section one hereof, shall accept a note for a greater amount than that actually loaned." Now, there is room there for you to interpret that section as meaning either one or two things,—but all the evidence must prove to your entire satisfaction, that is, beyond a reasonable doubt, that the purpose of this accused in taking these notes was—"to get around" as the language used here has been, this law. That is, in the language of the statute, "To evade the provisions" of that section. Now, what her intention was you can determine, gentlemen, only from the evidence here. The most of this evidence was material and interesting to you only because it will assist you in concluding whether she indirectly made a loan, or whether she accepted these notes with the intent to evade those provisions. For we have to read the intent of most human beings from their acts, and not from their words. So, you will have to find from all this evidence, which I have partially reviewed, whether her conduct indicates that it was her intent to evade the provisions of this first section. If she did not intend to, if that was not her purpose and object, then she is not guilty. On the other hand, if this was a proceeding, or device carried out with such intent, so that the result was to make a loan at an excessive rate of interest, or thus to effect the same results, as a loan would accomplish, and get for herself, or her employers, this excessive rate of compensation, then it was an attempt to evade the law and she is guilty.

37 But, as I said to you, there are two ways of looking at that statute. The language is: "shall accept a note for a greater amount than that actually loaned." Now, the evidence is, that this woman did accept these notes. There can be no other interpretation of her act in each case. She delivered the note, filled out, to the applicant for him to procure a maker to sign it, and for him to indorse, and when he had endorsed it, she accepted it and kept it herself. There cannot be any question, it seems to my mind, that that was proved beyond a rea-onable doubt. However, you are at perfect liberty, if you see fit, to find that that was not the fact. Now, having accepted those notes, the question arises whether they were for a greater amount than that actually loaned, and you come back again to that question of loan. It does not say for a greater amount than that actually given by the accused to each of these men, or delivered by the accused to each of these men. The language is "loaned." And you run up against the same proposition again, gentlemen, Did she loan the money? Well, now, I can enlighten you upon that question only by calling your attention again to these definitions which I have read to you, and which I have taken from our best recognized dictionaries. To loan is the opposite of to borrow. To loan is to give, or allow the use of anything in expectation of a return of the same thing, or its equivalent, and in business transactions generally compensation or payment for the use is also expected. A loan is anything which is lent, on condition that it, or its equivalent, will be returned, and especially a sum of money lent at interest. And, bear in mind, that interest is the premium, usually consisting of money, which one person pays to another for the privilege of using that money for a longer or shorter time. So that you will

have to determine in the light of these definitions, whether or not those notes were made for an amount greater than the amount which the accused loaned to these men.

38 It might be said that the legislature, by using that word, "loaned," meant that money which was given, which the accused delivered, and which was accepted. However, you should construe the statute, like all criminal statutes, strictly. You should say then whether or not these notes exceeded the amount of money which the accused "loaned," and in reaching that conclusion, determine whether or not a loan was made in view of these definitions, and your own understanding of the common use of the word. I have said, that this statute should be construed strictly. Our Supreme Court has said that this statute was enacted for the purpose of protecting borrowers from extortion. Whatever its purpose may have been, gentlemen, it is for you only to determine whether the evidence produced here against this accused, has proved beyond a reasonable doubt that she has committed any one of the eight offenses which are here alleged.

I call your attention in closing once more to the somewhat complicated form of these complaints. The first complaint contains three counts which are based upon the first section, and have to do with the question of whether directly or indirectly she loaned money, and directly or indirectly accepted, charged, or agreed to take an excessive rate of interest. The last three counts of the first complaint, and the last count of the second complaint, are based upon the second section. To find her guilty, under those counts, you must find that she accepted these notes with the intent to evade the provisions of the other section, and that these notes were given for an amount greater than the amount which she had loaned to those applicants. Gentlemen, you may take the exhibits, and retire for consideration.

(Indorsements:) Superior Court, Hartford County, Oct. 18th, 1906.

39 (Indorsements continued:) 952. State vs. Dora Griffith, alias —— 998. State vs. Doris Griffith, alias —— et al. Defendant's Request for Finding and Draft finding. Filed Oct. 18, 1909. Lucius P. Fuller, Assistant Clerk.

Superior Court, Hartford County, September Criminal Term, 1909.

952.

STATE
vs.
DORIS GRIFFITH, alias DORIS GRIFFIN.

998.

STATE
vs.
DORRIS GRIFFITH, alias DORRIS GRIFFIN, and ELIZABETH TRIMBLE.

Counter-Finding.

The accused in the above entitled case, having filed a request for a finding of facts, the State submits herewith a draft counter-finding.

STATE OF CONNECTICUT,
By HUGH M. ALCORN,
State's Attorney.

Draft Finding.

1. The accused was tried upon two informations, containing in the aggregate eight counts, and charging a violation of Chapter 238 of the Public Acts of 1907. Of said counts, four charged a violation of Section 1 of said Act and four charged a violation of Section 2. The accused was adjudged guilty upon all of said counts.

2. Evidence was offered to prove that the accused was the agent of one D. H. Tolman, a private individual, and as such agent, was in charge of one of the sixty-six places operated by said Tolman in the United States and Canada in the conduct of his business as a money lender; and that on the date in question, she loaned as such agent $26 to one Henry Curtis, a private person, under an agreement that said Curtis would repay that sum within twelve weeks thereafter, and that he would also pay as interest therefor, during said time, the sum of $10. This latter sum was charged by the accused as interest and was at a rate greater than 15% per annum.

3. Evidence was also offered to prove that a loan of $26 was made by the accused, as agent as aforesaid, to one J. H. Skinner, a private person, under an agreement that he would repay that sum within twenty weeks thereafter, and that he would also pay as interest upon said loan, during said time, the sum of $16. This latter sum was charged by the accused as interest and was at a rate greater than 15% per annum.

4. Evidence was also offered to prove that a loan of $26 was made by the accused, as agent as aforesaid, to one Michael Mullen, a private person, under an agreement that he would repay that sum within

twenty weeks thereafter, and that he would also pay as interest upon said loan, during said time, the sum of $16. This latter sum was charged by the accused as interest and was at a rate greater than 15% per annum.

5. Evidence was also offered to prove that a loan of $26 was made by the accused, as agent as aforesaid, to one Ernest G. Pettit, a private person, under an agreement that he would also pay as interest therefor, during said time, the sum of $10. This latter sum was charged by the accused as interest and was at a rate greater than 15% per annum.

6. Evidence was also offered to prove that the accused, as a part of the system by which said loans were made, prepared and delivered to the said Curtis, Skinner, Mullen and Pettit, notes for the sum of $36, $42, $42 and $36, respectively, (being State's Exhibits "B, E, F, and G"), with instructions to endorse the same upon the back as guarantor and to procure some one as the maker thereof. The makers of the Curtis and Mullen notes were the wives of the applicants, and the makers of the Skinner and Pettit notes were
41 friends of the applicants, and in each case the maker of the notes, so far as appears, was financially irresponsible. Each of said notes was for an amount greater than that actually loaned, and each was procured and accepted by the accused with intent to evade the provisions of Section 1 of said Act.

7. Evidence was further offered to prove that the loan to Curtis, principal and interest, as aforesaid, was to be repaid in weekly payments of $3 each; the loan to Skinner, principal and interest, in weekly payments of $2.10 each; the loan to Mullen, principal and interest, in weekly payments of $2.10 each; and the loan to Pettit, principal and interest, in weekly payments of $1.40 each. No mortgage, either of real or personal property was given by Curtis, Skinner, Mullen or Pettit as security for their respective loans.

8. In addition to the agreement relating to said loans, the repayment of the same with interest, and the execution and delivery of said notes, as aforesaid, the said Curtis, Skinner, Mullen and Pettit were each required by the accused to execute and deliver to her a written order upon their respective employers for the amount which they agreed to repay, including principal and interest. Said orders were payable in weekly installments, as provided in said several notes. The orders so executed by Curtis are State's Exhibit- "C" and "D." The orders so executed by Skinner and Mullen were not produced by the accused at the trial, although it was conceded that they also were in writing and were of the same tenor as those executed by Curtis. The orders executed by Pettit are State's Exhibit- "I," "K" and "L." The notes executed by Curtis, Skinner, Mullen and Pettit, and which were accepted by the accused, are State's Exhibits "B," "E," "F" and "G," respectively.

9. Curtis, Skinner and Pettit were required to and did execute and deliver to the accused State's Exhibit "A." Defendant's Exhibit "I" and State's Exhibit "H," respectively, which set forth
42 certain information required of an applicant for money, and further set forth that the statements contained therein are

made "with the full knowledge on my part that if they are not true, it will be securing money under false pretenses." A like application was signed and delivered to the accused by Mullen, but the same was not produced by the accused upon the trial. State's Exhibit "M" is a notice sent by the accused *by* Pettit, as a part of her dealing with him.

10. All of the Exhibits in the case, with the exception of Exhibit "N," which is Tolman's newspaper advertisement, were prepared by the accused in Tolman's office in this city; and forms of applications and notes, such as appear as exhibits in this case, were kept in stock by the accused for the purposes of the business.

11. The accused claimed upon the trial that her business was that of buying notes. In each instance, however, the note which she claims to have bought was prepared and furnished by her at the time application was made for the loan, and the signatures to the same were procured pursuant to her instructions. Thereafter, when said notes had been signed as directed, the same were accepted by the accused and a sum of money considerably less than the face of the note was thereupon turned over to the applicant. It was conceded that none of said applicants went to the office of the accused for the purpose of selling or offering for sale a note of any kind, nor did either of them at the time of application was made to the accused for a loan have a note of any kind in his possession.

12. There were no verbal agreements between the parties which varied the terms of the written agreements in the case other than are herein set forth.

13. It appeared in evidence that the accused had been in Tolman's employ for at least ten years; that she is what is known as his "traveling manager"; that in the course of her duties as such "traveling manager" she had visited most of the offices conducted by
43 Tolman in the United States and Canada. It also appeared in evidence that she came to Tolman's Hartford office in July of this year to see if there was any trouble, if the girl intended to report for work, and if the books were all right"; that immediately preceding her coming to Hartford she had been engaged in straightening out difficulties in several of Tolman's offices; that she had been so engaged for three months in Boston, Mass.; two months in Montreal, Canada; three months in Dayton, Ohio; four months in St. Louis, Mo.; six or eight weeks in Minneapolis, Minn.; six weeks in Butte, Mont.; one or two months in Salt Lake City, Utah; and for like short periods of time in several other cities in the United States and Canada, where said Tolman conducted his business as a money lender.

14. It appeared in evidence upon the question of the accused's intent to evade the provisions of Section 2 of said Act that she knew that in March of this year two agents of said Tolman, named Hurlburt and Umberfield, who had previously been conducting the same office for Tolman in this city, were convicted by the Superior Court for Hartford County of a violation of said Act and that this conviction was subsequently affirmed by the Supreme Court of Errors of this State. With this knowledge, the accused continued to conduct

said business with such minor changes as to form as are hereinbefore noted. It further appeared in evidence that the accused had said to a former employee of Tolman's that the method of carrying on said business, as disclosed in this case, was adopted by Tolman and employed by her in order to "get around the law."

15. After conviction and sentence the Court ordered a stay of execution, pending an appeal to the Supreme Court of Errors, and fixed the bond at $8,000. The accused furnished said bond and was forthwith released.

16. The defendant's request to charge and the charge are annexed hereto, as Exhibit —, & Exhibit —, respectively.

44 (Indorsements:) 952. State vs. Dorris Griffith, alias Dorris Griffin. 998. State vs. Doris Griffith, alias Doris Griffin and Elizabeth Trimble. Counter Finding. Superior Court, Hartford County, September Criminal Term, 1909. Filed Oct. 23, 1909. Lucius P. Fuller, Assistant Clerk. Hugh M. Alcorn, Attorney and Counselor at Law, Hartford, Conn.

Superior Court, Hartford County, September Criminal Term, 1909, November 10, 1909.

952.

STATE
vs.
DORIS GRIFFITH, alias DORIS GRIFFIN.

998.

STATE
vs.
DORIS GRIFFITH, alias DORIS GRIFFIN, and ELIZABETH TRIMBLE.

Finding.

In this action the accused was tried upon two informations, one containing six counts, and the other two, wherein were charged violations of Sections 1 and 2, of Chapter 238 of the Public Acts of 1907. Upon the trial to the jury, the State offered evidence to prove, and claimed that it had proved the following facts:

1. That the accused was the agent of D. H. Tolman, a private individual, and as such agent, was in charge in Hartford of one of the sixty-six places operated by said Tolman in the United States and Canada in the conduct of his business as a money lender.

2. That on the date in question she loaned as such agent $26 to one Henry Curtis, a private person, under an agreement that said Curtis would repay that sum within twelve weeks thereafter,
45 and would also pay as interest therefor, during said time, the sum of $10 which was charged by the accused as interest and was at a rate greater than 15% per annum.

3. That a loan of $26 was made by the accused, as agent as aforesaid, to one J. H. Skinner, a private person, under an agreement that he would repay that sum within twenty weeks thereafter, and would also pay as interest upon said loan, during said time, the sum of $16, which was charged by the accused as interest and was at a rate greater than 15% per annum.

4. That a loan of $26 was made by the accused, as agent as aforesaid, to one Michael Mullen, a private person, under an agreement that he would repay that sum within twenty weeks thereafter, and would also pay as interest upon said loan, during said time, the sum of $16, which was charged by the accused as interest and was at a rate greater than 15% per annum.

5. That a loan of $26 was made by the accused, as agent as aforesaid, to one Ernest G. Pettit, a private person, under an agreement that he would repay that sum within twenty weeks thereafter, and would also pay as interest therefor, during said time, the sum of $10, which was charged by the accused as interest and was at a rate greater than 15% per annum.

6. That the accused, as a part of the system by which said loans were made, prepared and delivered to the said Curtis, Skinner, Mullen and Pettit, notes for the sum of $36, $42, $42, and $33, respectively (being State's Exhibits "B," "E," "F" and "G") with instructions to endorse the same upon the back as guarantor, and to procure some one as the maker thereof.

7. That the makers of the Curtis and Mullen notes were the wives of the applicants, and the makers of the Skinner and Pettit notes were friends of the applicants, and in each case the maker of the note, so far as appears, was financially irresponsible.

8. That each of said notes was for an amount greater than that actually loaned, and each was procured and accepted by the
46 accused with intent to evade the provisions of Section 1 of said Act.

9. That the loan to Curtis, principal and interest, as aforesaid, was to be repaid in weekly payments of $3 each; the loan to Skinner, principal and interest, in weekly payments of $2.10 each, the loan to Mullen, principal and interest, in weekly payments of $2.10 each; and the loan to Pettit, principal and interest, in weekly payments of $1.40 each, and no mortgage, either of real or personal property was given by either of them as security for his loan.

10. That in addition to the agreement relating to said loans, the repayment of the same with interest, and the execution and delivery of said notes, as aforesaid, the said Curtis, Skinner, Mullen and Pettit were each required by the accused to execute and deliver to her, written orders upon their respective employers for the amount which they agreed to pay, including principal and interest. Said orders were payable in weekly installments, as provided in said several notes. The orders so executed by Curtis are State's Exhibits "C" and "D." The orders so executed by Skinner and Mullen were not produced by the accused at the trial, although it was conceded that they, also, were in writing, and were of the same tenor as those executed by Curtis. The orders executed by Pettit are State's Exhibits

"I," "K" and "L." The notes executed by Curtis, Skinner, Mullen and Pettit, and which were accepted by the accused, are State's Exhibits "B," "E," "F,' and "G,' respectively.

11. That Curtis, Skinner and Pettit were required to and did execute and deliver to the accused State's Exhibit "A," Defendant's Exhibit "I," and State's Exhibit "H," respectively, which set forth certain information required of an applicant for money, and further set forth that the statements contained therein are made "with the full knowledge on my part that if they are not true, it will
47 be securing money under false pretenses." A like application was signed and delivered to the accused by Mullen, but the same was not produced by the accused upon the trial. State's Exhibit "M" is a notice sent by the accused to Pettit, as a part of her dealings with him.

12. That all of the Exhibits in the case, with the exception of Exhibit "N," which is Tolman's newspaper advertisement, were prepared or written by the accused in Tolman's office in this city; and printed forms of applications and notes, such as appear as exhibits in this case, were kept in stock by the accused for the purposes of the business.

13. That although the accused claimed that her business was that of buying notes, in each instance the note which she claimed to have bought was prepared and furnished by her at the time the application was made for the loan, and the signature of the maker was procured, and the endorsement made, pursuant to her instructions; and thereafter, when said notes had been signed and endorsed as directed, the same were accepted by the accused and a sum of money considerably less than the face of the note was thereupon turned over to the applicant.

14. That none of said applicants went to the office of the accused for the purpose of selling or offering for sale a note of any kind, nor did either of them at the time application was made to the accused for a loan have a note of any kind in his possession.

15. That there were no verbal agreements between the parties which varied the terms of the written agreements in the case other than are herein set forth.

16. That the accused had been in Tolman's employ for at least ten years; that she is what is known as his "traveling manager"; that in the course of her duties as such "traveling Manager," she had visited most of the offices conducted by Tolman in the United States and Canada; that she came to Tolman's Hartford office in July of this year, to see if there was any trouble, and if the books were all
48 right; that immediately preceding her coming to Hartford she had been engaged in straightening out difficulties in several of Tolman's offices; that she had been so engaged for three months in Boston, Mass.; two months in Montreal, Canada; three months in Dayton, Ohio; four months in St. Louis, Mo.; six or eight weeks in Minneapolis, Minn.; six weeks in Butte, Mont.; one or two months in Salt Lake City, Utah; and for like short periods of time in several other cities in the United States and Canada, where said Tolman conducted his business as a money lender.

17. That, as bearing upon the question of the accused's intent to evade the provisions of Section 2 of said Act, she knew that in March of this year two agents of said Tolman, named Hurlburt and Umberfield, who had previously been conducting the same office for Tolman in Hartford, were convicted by the Superior Court in Hartford County of a violation of said Act, and that this conviction was subsequently affirmed by the Supreme Court of Errors of this State, and that with this knowledge, the accused continued to conduct said business with such minor changes as to form as are hereinbefore noted; and further that the accused had said to a former employee of Tolman's that the method of carrying on said business, as disclosed in this case, was adopted by Tolman and employed by her to "get around the law."

The defendant offered evidence to prove, and claimed that she had proved the following facts:

18. That she was in the employ of one D. H. Tolman, and was sent to the office in Hartford to straighten out the affairs and temporarily attend to the management of it, and to look over the books and see if everything was all right in the office, and to hire an assistant to the manager who was then in charge.

19. That the accused supports herself, and with the aid of a sister, her aged mother, in Canandaigua, N. Y., out of her
49 earnings as an employee of the said D. H. Tolman.

20. That she had been assured that a legitimate business could be done in purchasing notes, without violating Chapter 238 of the Public Acts of 1907.

21. That after she came to the office, the manager left, and she stayed, waiting until she could employ a suitable manager.

22. That she was authorized to purchase notes, and was not authorized to make loans; that the business of the office was conducted by purchasing notes of third persons, and unless a note was made payable to the applicant for money, and indorsed by the applicant, no money could be obtained; and that in each instance alleged in the complaint and testified to by the witnesses for the State, she told the parties she could not make a loan, but would buy a note, if they had a note payable to their order, and in each instance the transaction was the purchasing of a note of a third person, and that these transactions which were carried on by her, were bona fide purchases of negotiable instruments for value.

23. The jury brought in a verdict of guilty, and the Court sentenced the accused to pay a fine of One Thousand Dollars ($1000) on each of six counts, and to sixty days in jail on two other counts.

24. After conviction and sentence, the Court ordered a stay of execution pending an appeal to the Supreme Court of Errors, and fixed the bond at $8,000, which the accused furnished and was forthwith released.

25. The defendant in writing requested the Court to charge as follows:

1. That Chapter 238 of the Public Acts of 1907, entitled "An Act Concerning Certain Loans" approved July 27th, 1907, being the act under which the information in said cause is framed and

found, is, under the provisions of Section 1, Article 14 of the Amendment to the Constitution of the United States, unconstitutional and void.

2. That said statute, being the act under which the indictment in said above cause is framed and found, is, under the provisions of Section 1, Article 14, of the Amendments to the Constitution of the United States, providing that no state shall deny to any person within its jurisdiction the equal protection of the laws, unconstitutional and void, inasmuch as said statute treats of and confers upon persons, firms, companies and corporations doing business in the County of Hartford, and State of Connecticut, certain privileges which are general and not local in their nature, but by the terms of said act limits the exercise of said privileges to persons, firms, or corporations incorporated under the laws of this state, and therefore, citizens of the State of Connecticut.

3. That said statute, under the constitutional provisions aforesaid, is unconstitutional and void, inasmuch as said sta-te treats of and confers certain rights and privileges upon national banks, or banks and trust companies incorporated under the laws of this state, or upon pawn brokers provided such pawn brokers procure a license under Chapter 235 of the Public Acts of 1905, all of which rights and privileges said statute expressly deprives all other persons, and prohibits all other persons, firms, and corporations from exercising.

4. That said statute is, under said constitutional provisions, unconstitutional and void, inasmuch as it treats of and imposes upon all persons, firms, companies and corporations of all other states, or banks or trust companies, excepting national banks, criminal penalties for acts made misdemeanors by said statute, and by its terms does not make such acts misdemeanors when done or performed by banks or trust companies chartered under the laws of the State of Connecticut, but expressly and wholly excepts said banks and trust companies, upon the commission or performance by them of said prohibited acts, from the penalties therefor provided by said act.

5. That said statute is, under the provisions of said constitutional provisions, unconstitutional and void, inasmuch as it attempts to confer upon all persons in the State of Connecticut, who are licensed, and whose business it is, or a part of whose business it is to lend money as pawn brokers, and upon banks and trust companies, incorporated under the laws of the State, as a class, certain rights and privileges, which said rights and privileges said statute expressly forbids to be exercised by all other persons, firms, corporations, banks and trust companies incorporated under the laws of other states in the Union.

6. Said statute is, under the provisions of Section 1, Article 14 of the Amendments to the Constitution of the United States, unconstitutional and void, in that thereby this state is attempting to deprive persons of liberty and property without due process of law.

7. That said statute is, under said constitutional provisions, unconstitutional and void, in that thereby this state is attempting to

abridge the privileges or immunities of citizens of the United States, contrary to the law of the land.

8. That said statute is, under said constitutional provisions, unconstitutional and void, in that thereby this state is attempting to abridge and take away the right of contract between persons, firms, corporations, banks and trust companies, incorporated under the laws of any state in the Union, other than the State of Connecticut.

9. That said Statute is, under the provisions of Section 10 of the Constitution of the United States, unconstitutional and void.

10. That said statute is, under the provisions of said constitutional provisions recited in Number 9, unconstitutional and void, inasmuch as its enforcement would impair the obligation
52 of contracts existing between all persons, firms, or corporations, or banks, or trust companies duly incorporated under the laws of any state in the United States, excepting such banks and trust companies as may be incorporated under the laws of the State of Connecticut.

26. The Court did charge the jury in full as follows, and not otherwise:

Gentlemen of the Jury: There are two complaints in these proceedings and they are based upon an act passed by the legislature in 1907, called "An Act Concerning Certain Loans." The counsel for the accused have requested me for various reasons stated to charge you that this act is unconstitutional and void. These requests I deny. I charge you that the act is constitutional and valid.

We are concerned particularly with the first two sections of the act. The first section provides that "No person, firm or corporation, or any agent thereof, other than a national bank or bank or trust company duly incorporated under the laws of this state or a pawn broker as provided in Chapter 235 of the public acts of 1905, shall directly or indirectly loan money to any person, and directly or indirectly charge, demand, accept or make an agreement to receive therefor interest at a greater rate than fifteen per centum per annum. The provisions of this section shall not apply to loans made to any national bank or any bank or trust company duly incorporated under the laws of this state, or to any bona fide mortgage of real or personal property.

The person here is accused as the agent of a third party. You have nothing to do with corporations or banks, pawn brokers, or trust companies, and in every case the unconstitutional evidence is that no mortgage of real or personal property was given. So that we have to consider this section as we find it by striking out all those words and get down to this: "No persons shall directly or indirectly loan money to any person, and directly or indirectly
53 charge, demand, accept or make an agreement to receive therefor interest at a greater rate than fifteen per centum per annum." That is all that is left which you have to consider in these proceedings.

There is a second section which apparently the General Assembly passed with the fear in their minds that somebody might endeavor to get around the first section. That section is this: "No person,

firm, or corporation with intent to evade section one hereof, shall accept a note for a greater amount than that actually loaned." And here again we have to consider nothing but the words: "No person, with intent to evade section one hereof, shall accept a note for a greater amount than that actually loaned."

Of course, you all know what a loan is, what it is to loan or lend money or any other thing. I presume the more common expression amongst us New Englanders is "to lend." We speak of a lending of money or other thing, and we call it a loan. But I venture to call your attention to some of the definitions given in the dictionaries. "To lend or loan is to give or allow the use of anything in expectation of a return of the same, or its equivalent, and in business transactions generally compensation or payment for the use is also expected. A loan is anything lent on condition that it, or its equivalent, will be returned, and especially a sum of money lent at interest. Interest in all business transactions is a premium, generally consisting of money which is paid for the use of money. To lend or to loan is the direct opposite of to borrow."

To find any person guilty, therefore, under the first section of this act, you must find that the accused has lent money to some person with the expectation that that or its equivalent would be returned. Strictly speaking it is not important to consider whether compensation is expected or not, but, as I have shown you in these definitions, in business transactions, almost universally, compensation is expected at some time or other for the use or detention of the thing loaned. Now, in this case, if the accused person gave to another money, (because that is expressly specified in the statute) as a loan, that is with the expectation that it would be returned either in kind or in equivalent, at some specified time, or upon demand, than that person has lent or loaned money. That transaction is legitimate, so far. It only becomes obnoxious to the law if that loan or lending was made with the expectation of a larger return than the per cent specified distinctly in the statute, that is, fifteen per cent.

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And notice this language: "If any person shall charge, demand, accept, or make an agreement to receive." "If any *person* shall *charge.*" In ordinary language that means that you wish another person to pay you. We say: "What do you charge for your services? What do you charge for that horse?" * * * *"Demand."* That means to exact the payment of, * * * *"or accept."* A person may accept compensation which he has not asked for, or demanded or charged. So, in this case, if the accused person accepted compensation at the rate specified, then, although she may not have asked for it, much less demanded it, it is a violation of the statute. So if she merely makes an agreement that at some time the person to whom the loan is made will pay her more than 15 per cent of interest, the statute has been violated.

I must call your attention to another provision which narrows this statute in one sense, and broadens it very much in another. The language is no person shall *"directly or indirectly"* loan money

to another. Of course a direct loan of money would be a simple matter, but a loan may be accomplished by indirection. The question is in this, as in every case, was this loan made under such circumstances as to bring it within the terms of the statute, or was it made indirectly? I understand that language to mean:
55 Was the giving of this money for this compensation or expectation in the way of interest, done so as to effect a result similar to what a direct loan would be? Was the effect of this transaction to make a loan of money? If it was, then a loan was made indirectly, and it comes within the purview of the law.

And so as to the interest: the charge need not be made directly, the interest may not be demanded directly, it may not be accepted directly, but if it is indirectly accepted, demanded or charged, the statute has been violated. As I said before, if the result be the same as it would be if a direct demand, charge, or acceptance has been made, then the result must be the same, and the statute has been violated.

Now, before proceeding to consider the second question, I call your attention to the fact that there are two complaints here. The first one is based upon certain transactions that took place about July 21; the second one relates to transactions that occurred about September 7, of this year. This first complaint contains six counts, and you will see that the first three of them are based upon this first section; that is, these first three counts charge this accused woman with having, directly or indirectly, made a loan of money to another, and having charged, demanded, accepted, or agreed to get a rate of interest exceeding fifteen per cent. So that in considering these first three counts, in this complaint, you have to keep in mind the provisions of the first section of this act only, and consider whether directly or indirectly the evidence has proved beyond a reasonable doubt that this accused effected a loan, and that compensation was charged, demanded, or accepted at a rate of interest exceeding fifteen per cent. Now, you have heard all the evidence in regard to this transaction. As I have said, without reviewing the evidence just now, it will be for you to decide whether directly or indirectly, this accused woman did make loans to any person, or these three persons specified (for we have to deal with nothing else), in which interest was demanded, charged, or accepted at a rate ex-
56 ceeding fifteen per cent. Now, what I have said in regard to these first three counts of this first complaint, applies equally to the first count of the second complaint, for that also is based entirely upon the first section of the statute.

You will remember that there are four distinct transactions which have been testified to here before you, a transaction with Curtis, one with Skinner, one with Mullen, and one with Pettit. As I have said, you have to consider nothing else. Whatever the transactions of this woman may have been with other people, we have nothing to do with them at this time. We must confine our attention entirely to these four transactions. Well, now, the state's attorney, gentlemen, has seen fit to include in these complaints allega-

tions which relate to the second section of this act. In the first complaint the last three counts are based upon the second section. They concern the same transactions as the first three counts are concerned with; but, instead of charging a loan at an excessive rate of interest, they charge that this accused accepted a note with the purpose of evading the provisions of the first section. And that statement applies also to the second count of the last complaint.

You are at liberty, gentlemen, to find this accused guilty upon any one of these counts, or upon all counts. You will consider each separately. And, in your deliberations you must bear in mind, as I have already cautioned you, that every accused person is presumed to be innocent until his or her guilt has been established beyond a reasonable doubt. If there is any reasonable doubt in your minds as to the nature and effect of the transactions which have been testified to here, this accused woman is entitled to the benefit of that doubt, and you should find her not guilty. Her presumption of innocence cannot be taken from her until the State has sustained the burden of proving to your satisfaction, and beyond a reasonable doubt, that she has committed one or more of the offenses of which she stands accused. A reasonable doubt is not a whim, it is not a suspicion, it is not based upon prejudice, it is not founded
57 upon a desire because of sympathy to shield the accused person. A reasonable doubt is one which is arrived at by a process of reasoning, which has a basis in reason, for which one can give a reason. A reasonable doubt comes up in the minds of reasonable men spontaniously. It is not such a doubt as on- gropes about to find for some ulterior purpose.

Now, let us consider the evidence for a while. In every instance it appears that these several men wanted to get some money. They wanted, some of them say, to make a loan, to get a loan of money. Some did not use the word "loan," but wanted to get some money. And each one of them went to the office where this accused was acting as agent, and had some conversation with her, which varied, of course, in each instance, but in substance, it was the same in every instance. They asked her for money always, and she said she told each of them she could not lend them any money. Now, some of the witnesses say that they do not remember her saying anything of that kind. Some say that they asked her directly to lend them money, or for a loan of money. But she claims that in every instance, her reply was that she did not loan money, and then she voluntarily suggested to them that she was engaged in the business of buying notes. Now, the State calls your attention to the fact, that in no one of these instances, did either of these men go there with a note which he had to sell; that they had not in their minds, so far as the evidence disclosed, any intention of making or selling, certainly not of selling any note; and that no one of these men had a note then in existence, or in possession, which he wanted to sell to this accused. And the State calls upon you to remember that it was her suggestion in each instance upon which this note transaction was based. The accused says that, having made this suggestion,

which was found to be acceptable, in each case, to the applicant, that then he made out an application, as you see or will see, on these application blanks. You will have an opportunity to ex-
58 amine them, and determine what good faith, or how far they tend to show good faith or bad faith, if at all, in these transactions. Miss Griffith has explained to you what the original form was, and how to some extent, and why, certain erasures and interlineations were made. Your attention has been called to the phraseology of these applications, especially in the last paragraph.

Now, these applications are significant, if they have any significance at all, as bearing particularly upon the question of good faith in this transaction. For you must remember that you are trying to find out whether this woman was making a loan at an excessive rate of interest, or was accepting a note with intent to evade the first section of this statute. Your attention has been called to the fact that these applications originally were headed: "Application for sale of salary." And "salary" was erased and the word "credit" substituted. And in the last paragraph, the words "my salary" were erased, and the word "note" interlined, so that it reads: "These statements are made for the sole purpose of inducing you to purchase a note, with full knowledge on my part, if they are not true, I will be securing money under false pretenses, and to the best of my knowledge and belief my position with my present employer is a permanent one, and will continue during the time the note I offer to sell you will run, and I will not, during the life of any contract made with you, or with your client, collect or attempt to collect my salary in advance."

Now, this application having been made in that form, the accused says that in each instance she made out a note upon a form which she had in the office, and which you will see samples of in the exhibits, and that she gave this note to the applicant in each case, with directions that he procure some third person to sign it as a maker. It appears to be in her mind an essential part of this transaction that the note, which she claimed she was about to buy, must be the note of a third person, indorsed by the applicant for the money, and
59 she so impresses it on the minds of each of these applicants that it must be the note of third person.

Your attention has been called to the fact that the notes in some, if not all, of the instances, I think in all of them, reads: "Hartford, Connecticut, July 22, 1909. On every Wednesday" or whatever the day may be—"after date, for value received, I promise to pay to the order of Michael Mullen," in this case, so many "dollars a week," until a certain sum of money has been paid in full. The defense calls attention to the fact, and it is true, that the words "for value received" raise a presumption that the note was given for value. Now, in each case, the man to whom this note was given, took it away, and got somebody to sign it as the maker, and brought it back, and he was then required to indorse it in special form of indorsement: "I hereby guarantee the payment of the within note at maturity, or at any time thereafter, and agree that all conditions on the face hereof shall apply to me." Having received that, the accused claims that

she made investigations as to the reliability of the maker and indorser of the note. The State, however, calls to your attention that in some instances, some of the instances appearing here before you, the money was paid immediately upon the delivery of the note. In a-least one instance it does appear that the payment of the money was withheld until Miss Griffith or her assistant, had had an opportunity to investigate the maker of the note. The State lays particular stress upon the fact that, in at least two instances, the wife of the applicant for the money is the maker of the note, and bears down on the fact that the applicants, working men, upon limited salaries, are not men of very great financial ability generally, and claims a presumption in the argument, founded upon the evidence that the wives of these men may not be financially sound. Now, all these things are to be carried in mind by you in your deliberations as bearing upon the question, first, of whether a loan was made, and second
60 whether, if no loan was made, these notes were accepted by this accused for the purpose of avoiding the penalties of m*ka*ing a loan. You will notice in the evidence that in every instance a considerable sum less tha*t* the amount of the note was given to these several parties. Curtis, for instance, testified that he received $26. his note which was accepted by this accused was for $36. Skinner says that he got $26, or $27, his note, or the note which was accepted when this money was given to him, is for $42. Mullen got $25, the note which he gave, and which the accused accepted, was for $42. Pettit got $18 or $18; the note which he gave and which this accused accepted, was for $28. It is for you to compute, in whatever way you see fit, and determine for your own satisfaction whether there was more than fifteen per cent charged, demanded, accepted, or agreed upon by this accused, and these several persons.

The State also has called your attention to an advertisement which you will have before you, and points out to you that this accused, or the concern of which she has been agent, proposes to make loans on notes of "salaried people," people earning salaries. And the State calls your attention to the fact that in two of these cases, the notes were not made by people earning salaries, but by the wives of the applicants for the money. The State calls attention to the language: "cheapest rates; easiest payments." You will have the advertisement for your consideration, and give to it the weight you think it fairly and reasonably deserves in determining any of the question that you have to settle.

Now, there is one other thing that I want to call your attention to. That is the language of this second section. I would suppose that, in your deliberations, you would first take up the first section, and consider the counts which are based upon that section, and determine whether the evidence has established beyond a reasonable doubt that this accused did make these loans, and did demand, charge,
61 or accept, an excessive rate of interest. When you have settled the questions upon those four counts, you will then come to consider the second section, and determine whether or not she accepted these several notes for the purpose of evading the first section. I call your attention once more to this language: "No per-

son, with intent to evade section one hereof, shall accept a note for a greater amount than that actually loaned." Now, there is room there for you to interpret that section as meaning either one or two things,—but all the evidence must prove to your entire satisfaction, that is, beyond a reasonable doubt, that the purpose of this accused in taking these notes was; "to get around," as the language used here has been, this law. That is, in the language of the statute, "to evade the provisions" of that section. Now, what her intention was you can determine, gentlemen, only from the evidence here. The most of this evidence was material and interesting to you only because it will assist you in concluding whether she indirectly made a loan, or whether she accepted these notes with the intent to evade those provisions. For we have to read the intent of most human beings from their acts, and not from their words. So, you will have to find from all the evidence, which I have partially reviewed, whether her conduct indicates that it was her intent to evade the provisions of this first section. If she did not intend to, if that was not her purpose and object, then she is not guilty. On the other hand, if this was a proceeding or device carried out with such intent, so that the result was to make a loan at an excessive rate of interest, or thus to effect the same results, as a loan would accomplish, and get for herself, or her employers, this excessive rate of compensation, then it was an attempt to evade the law, and she is guilty.

But, as I said to you, there are two ways of looking at that statute. The language is: "shall accept a note for a greater amount than that actually loaned." Now, the evidence is that this woman did
62 accept these notes. There can be no other interpretation of her act in each case. She delivered the note, filled out, to the applicant for him to procure a maker to sign it, and for him to indorse, and when he had endorsed it, she accepted it and kept it herself. There cannot be any question, it seems to my mind, that that was proved beyond a reasonable doubt. However, you are at perfect liberty, if you see fit, to find that that was not the fact. Now, having accepted those notes, the question arises whether they were for a greater amount than that actually loaned, and you come back again to that question of loan. It does not say for a greater amount than that actually given by the accused to each of these men, or delivered by the accused to each of these men. The language is, "loaned." And you run up against the same proposition again, gentlemen, did she loan the money? Well, now, I can enlighten you upon that question only by calling your attention again to these definitions which I have read to you, and which I have taken from our best recognized dictionaries. To loan is the opposite of to borrow. To loan is to give, or allow the use of anything in expectation of a return of the same thing, or its equivalent, and in business transactions generally compensation or payment for the use is also expected. A loan is anything which is lent, on condition that it, or its equivalent will be returned, and especially a sum of money lent at interest. And, bear in mind, that interest is the premium, usually consisting of money, which one person pay- to another for the privilege of using that money for a longer or shorter time. So that you

will have to determine in the light of these definitions whether or not those notes were made for an amount greater than the amount which the accused loaned to these men.

It might be said that the legislature, by using that word, "loaned," meant that money which was given, which the accused delivered, and which was accepted. However, you should construe the statute, like all criminal statutes, strictly. You should say then
63 whether or not, these notes exceeded the amount of money which the accused "loaned," and in reaching that conclusion determine whether or not a loan was made in view of these definitions, and your own understanding of the common use of the word.

I have said, that this statute should be construed strictly. Our Supreme Court has said that this statute was enacted for the purpose of protecting borrowers from extortion. Whatever its purpose may have been, gentlemen, it is for you only to determine whether the evidence produced here against this accused has proved beyond a reasonable doubt that she has committed any one of the eight offenses which are here alleged.

I call your attention in closing once more to the somewhat complicated form of these complaints. The first complaint contains three counts which are based upon the first section, and have to do with the question of whether directly or indirectly she loaned money, and directly or indirectly charged, accepted, or agreed to take an excessive rate of interest. The last three counts of the first complaint, and the last count of the second complaint are based upon the second section. To find her guilty, under those counts, you must find that she accepted these notes with the intent to evade the provisions of the other section, and that these notes were given for an amount greater than the amount which she had loaned to those applicants. Gentlemen, you may take the exhibits, and retire for consideration.

BURPEE, *J.*

Filed Nov. 12, 1909.
GEO. A. CONANT, *Clerk.*

64 STATE'S EXHIBIT A.

Application for Credit.

HARTFORD, CONN., *July* 21, 1909.

D. H. Tolman, Hartford, Conn.:

I, Henry T. Curtis, hereby offer to sell you [my salary]* for a note certain term, viz:
William McChesney.

I am employed by Title & Rich, 149 Asylum of Hartford Ct. as Salesman and have been in their employment 3½ years. To the best of my knowledge and belief, my position is permanent my present salary is $15.00 per week payable Saturday. I was formerly in

[* Words enclosed in brackets erased in copy.]

the employment of the Electric Vehicle — for —. I live at Elmer St. Burnside Ct., where I am Housekeeping. Have lived there 2 years. Prior to that I lived as 246 Albany Ave. for —. I am married, [single].* I have one child*ren*.

I am 33 years of age. Have lived in Hartford 33 years. I carry Life Insurance in — Company for $1000. Payable to Wife. I belong to Society, Lodge or Union F. B. L. Name —. Branch No. —. I have assigned my salary. No. For what period. No. I have no unsatisfied judgments standing against me, amounting to $—. I have signed or endorsed any notes for anyone. No.

The names of my fellow employees are: Samuel Markowitz, Governor St. William McChesney Bond St.

The name of some of the trade people with whom I deal are: Landlord, A. A. Rockwell. 621. Dr. O'Connel, East Hartford, Ct.

References, J. J. Anderson, Asylum & Trumbul 377 2 George Richardson c/o Wilster & Baker. Henry Smith, City clerk.

The names and addresses of my closest friends are: Mayro Farnham, Burnside Ct. Alfred Rockwell, Burnside, Conn.

The names and addresses of my parents are: Mrs. Harriet
65 Curtis, 23 Center St.

The names and addresses of my wife's parents are: Marcus Farnham, Burnside, Ct.

The names and addresses of my brothers and sisters are: Mrs. Charles Easterby 23 Center St. William Curtis 24 Center St. Fred C. Curtis, Moris Booking Co.

The names and addresses of my wife's brothers and sisters are: [Cecil].*

These statements are made for the sole purpose of inducing you
a note
to purchase [my salary],* and with the full knowledge on my part that if they are not true, it will be securing money under false pretenses.

To the best of my knowledge, belief and intention, my position with my present employer is a permanent one, and will continue
note
during the time the [salary]* I offer to sell you will run. I will not during the life of any contract made with you or with your client, collect or attempt to collect my salary in advance.

I hereby deposit one Dollar to be used by said first party to verify the above statements, and I agree to forfeit the amount whether the purchase is made or not.

(Signed) HENRY F. CURTIS,
Permanent Address, Burnside, Ct., Sta. 28, *Elmer St.*

Height, —.
Weight, —.
Complexion, —.
Hair, —.
Eyes, —.

Over.

[* Word enclosed in brackets erased in copy.]

(Endorsed.)

Dark and thin. Brown eyes, about 5 feet 6 in. weight 135.

STATE'S EXHIBIT B.

July 31, Aug. 7, 14, 21, 28, Sept. 4, 11, 18, 25, Oct. 2, 9, 16.

HARTFORD, CONN., *July* 21, 1909.

On Every Saturday, after date, for value received, I promise to pay to the order of Henry T. Curtis Three & 00/100 Dollars, until the amount of Thirty six and 00/100 Dollars has been paid in full, at Room 49, 721 Main Street, with interest at 6% per annum after maturity.

66

Default in the payment of any one or more of above instalments to render entire amount of this note, at option of legal holder and without notice, at once due and payable.

And I, or we, hereby appoint any attorney of any court of record in any State or Territory in the United States, to appear for me, or us, in any such court in term time or vacation, at any time hereafter, either before or after the maturity of this note, and waive issue and service of process and confess judgment against me, or us, for the amount of the above note and costs, including a sum equal to 25 per cent. of the principal of this note as an attorney's fee, and to file a cog-novit for that amount, and an agreement releasing all errors and waiving all appeals in said cause, and consent that execution may issue thereon immediately. It is agreed that no bill in equity shall be filed to interfere with the operation of said judgment or any execution issued thereon. It is agreed that no extension of the payment of the principal or interest of this note shall release us, or either of us, from the obligation of payment.

IRENE BELLE CURTIS,
Res., Elmer St., Burnside, Ct.

$36.00.

(Endorsed:) Henry T. Curtis.

I hereby guarantee the payment of the within Note at maturity or any time thereafter and agree that all the conditions on the face thereof shall apply to me.

HENRY T. CURTIS.

STATE'S EXHIBIT C.

GENTLEMEN: Upon receipt of *of* this please to pay to Bearer Three & 00/100 Dollars every Saturday until the sum of thirty-six & 00/100 Dollars has been fully paid & charged to my account, and oblige,

HENRY T. CURTIS.

STATE'S EXHIBIT D.

JULY 21, 1909.

Title & Rich.

GENTLEMEN: Upon receipt of this please pay to Bearer three and 00/100 Dollars every Saturday until the sum of thirty six & 00/100 dollars has been fully paid and charged to my account and oblige.

HENRY T. CURTIS.

67 STATE'S EXHIBIT E.

Aug. [2, 9, 16, 23,]* 30, Sept. 6, 13, 20, 27, Oct. 4, 11, 18, 25, Nov. 1, 8, 15, 22, 29, Dec. 6, 13.

HARTFORD, CONN., *July* 23, 1909.

On every Monday after date, for value received, I promise to pay to the order of James H. Skinner, (Janitor) c/o W. G. Simmons & Co., 901 Main, Two and 10/100 Dollars, until the amount of Forty-two and 00/100 Dollars has been paid in full at Room 49, 721 Main Street, with interest at 6% per annum after maturity.

Default in the payment of any one or more of above instalments to render entire amount of this note, at option of legal holder and without notice, at once due and payable.

And I, or we, hereby appoint any attorney of any court of record in any State or Territory in the United States, to appear for me, or us, in any such court in term time or vacation, at any time hereafter, either before or after the maturity of this note, and waive issue and service of process and confess judgment against me, or us, for the amount of the above note and costs, including a sum equal to 25 per cent. of the principal of this note as an attorney's fee, and to file a cog-novit for that amount, and an agreement releasing all errors and waiving all appeals in said cause, and consent that execution may issue thereon immediately. It is agreed that no bill in equity shall be filed to interfere with the operation of said judgment or any execution issued thereon. It is agreed that no extension of the payment of the principal or interest of this note shall release us, or either of us, from the obligation of payment.

HENRY ROYSTER,
126 *Asylum.*

$42.00.

903 Main St. R. 22.

(Endorsed:) James Skinner.

[* Figures enclosed in brackets erased in copy.]

I hereby guarantee the payment of the within Note at maturity or at any time thereafter and agree that all the conditions on the face thereof shall apply to me.

JAMES SKINNER.

Aug. 2/09 Paid 2.10 G.
8/9/09 " 2.10 D. G.
8/20/09 " 2.10 D. G.

STATE'S EXHIBIT F.

July [28],* Aug. [4],* 11, 18, 25, Sept. 1, 8, 15, 22, 29, Oct. 6, 13, 20, 27, Nov. 2, 3, 10, 17, 24, Dec. 1, 8.

HARTFORD, CONN., *July* 22, 1909.

On Every Wednesday after date, for value received, I promise to pay to the order of Michael Mullen Two & 10/100 Dollars, until the amount of Forty-two & 00/100 Dollars has been paid in
68 full at Room 49, 721 Main Street, with interest at 6% per annum after maturity.

Default in the payment of any one or more of above instalments to render entire amount of this note, at option of legal holder and without notice, at once due and payable.

And I, or we, hereby appoint any attorney of any court of record in any State or Territory in the United States, to appear for me, or us, in any such court in term time or vacation, at any time hereafter, either before or after the maturity of this note, and waive issue and service of process and confess judgment against me, or us, for the amount of the above note and costs, including a sum equal to 25 per cent. of the principal of this note as an attorney's fee, and to file a cognovit for that amount, and an agreement releasing all errors and waiving all appeals in said cause, and consent that execution may issue thereon immediately. It is agreed that no bill in equity shall be filed to interfere with the operation of said judgment or any execution issued thereon. It is agreed that no extension of the payment of the principal or interest of this note shall release us, or either of us, from the obligation of payment.

MRS. MARY MULLEN,
54 *Woodbridge St.*

$42.00.

(Endorsed:) Michael Mullen.

I hereby guarantee the payment of the within Note at maturity or any time thereafter and agree that all the conditions on the face thereof shall apply to me.

MICHAEL MULLEN.

7/28/09. Paid 2.10 G.
8/11/09 " 2.10 D. G.

[* Figures enclosed in brackets erased in copy.]

STATE'S EXHIBIT G.

Sept. 11, 18, 25, Oct. 1, 8, 15, 22, 29, Nov. 6, 13, 20, 27, Dec. 4, 11, 18, 25, Jan. 1, 8, 15, 22.

HARTFORD, CONN., *Sept.* 6, 1909.

On every Saturday after date, for value received, I promise to pay to the order of Ernest G. Pettit One and 40/100 Dollars, until the amount of Twenty eight & 00/100 Dollars has been paid in full, at Room 49, 721 Main Street, with interest at 6% per annum after maturity.

Default in the payment of any one or more of above installments, to render entire amount of this note, at option of legal holder and without notice, at once due and payable.

And I, or we, hereby appoint any attorney of any court of record in any State or Territory in the United States, to appear for me, or us, in any such court in term time or vacation, at any time hereafter, either before or after the maturity of this note, and waive issue and service of process and confess judgment against me, or us, for the amount of the above note and costs, including a sum
69 equal to 25 per cent. of the principal of this note as an attorney's fee, and to file a cognovit for that amount, and an agreement releasing all errors and waiving all appeals in said cause, and consent that execution may issue thereon immediately. It is agreed that no bill in equity shall be filed to interfere with the operation of said judgment or any execution issued thereon. It is agreed that no extension of the payment of the principal or interest of this note shall release us or either of us, from the obligation of payment.

ARNOLD G. ALEXANDER,
Gray Telephone Co.

$28.00.

(Endorsed:) Ernest G. Pettit.

I hereby guarantee the payment of the within Note at maturity or any time thereafter and agree that all the conditions on the face thereof shall apply to me.

ERNEST G. PETTIT.

STATE'S EXHIBIT H.

100 $18.00. 348

Application for Sale of Salary.

HARTFORD, CONN., *Sept.* 6. 1909.

D. H. Tolman, Hartford, Conn.:

I, Ernest G. Pettit, hereby offer to sell you my salary for a certain term viz:

I am employed by Hartford Rubber Works of Parkville on Park St. as Tubemaker and have been in their employment 3 month-. To the best of my knowledge and belief, my position is permanent my present salary *if* $17.25 per week payable Friday. I was formerly in the employment of G. S. Tracy Phone 348 near New Park Ave. on Park St. "1 week" for [1 month]* before then in Washington, D. C. home for 17 years I live at 61 Church St. where I am rooming Landlord Dr. Van Strander. Have lived there 4 months Prior to that I lived at Washington D. C. for 1½ years (Written along the margin: Here 1½ years. for 3 years worked for Hartford St. Railway Co. When in Washington done advertising of late—before then worked for Corby's Bakery, Brightwood Ave. Washington, D. C.)

I am [married,]* single. I have — children. I am — years of age. Have lived in Hartford 3 months years. I carry life Insurance in yes in the Metropolitan Life and the Prudential
70 Company for $190.00 for $250.00 Payable to nearest kin or estate.

I belong to Society, Lodge or Union No. —

Name —— —— Branch No. — I have assigned my salary No. For what period — I have no unsatisfied judgment standing against me, amounting to $— I have signed or endorsed any notes for any one No.

The names of my fellow employees are — Total indebtedness $2.00 Robert Janes Foreman.

The names of some of the tradespeople with whom I deal are: Frank Bowling Restaurant 610 E. N. W. Wash. D. C.

References: I. J. Cranston, Proprietor 3 Central Row (Restaurant) Mr. Lewis Mgr. for I. J. Cranton.

Edward B. Harrigan Asst. Secr. to Son. Congressman Olcott Wash. D. C.

The names and addresses of my closest friends are: Albert Porter waiter is Cranston's restaurant. Harry Wadsworth Ashley St. line Motorman, day time.

The names and addresses of my parents are John H. Pettit, Georgia Pettit 1013 C St. S. W. Washington D. C.

The names and addresses of my wife's parents are: ——

The names and address- of my brothers and sisters are: Lois Pettit at home 9 years old. Irene [Pratt.]* Perry cousin cor. *cor.* 6 & H St. Washington D. C. uncle Maurice Bowling 1027 Main St. Fredericksburg, Va.

The names and addresses of my wife's brothers and sisters are: friend James Nash (Salesman) Washington, D. C.

These statements are made for the sole purpose of inducing you to purchase my salary, and with the full knowledge on my part that if they are not true, it will be securing money under false pretenses.

To the best of my knowledge, belief, and intention, my
71 position with my present employer is a permanent one, and will continue during the time the salary I offer to sell you

[*Words and figures enclosed in brackets on margin in copy.]

will run. I will not during the life of any contract made with you or with your client, collect or attempt to collect my salary in advance.

I hereby deposit One Dollar to be used by said first party to verify the above statements, and I agree to forfeit the amount whether the purchase is made or not.

(Signed) ERNEST G. PETTIT,
'Phone —. *Permanent Address:* 61 *Church St.*

Height —.
Weight —.
Complexion —.
Hair —.
Eyes —.
See over.

STATE'S EXHIBIT I.

HARTFORD, CONN., *Sept.* 7, 1909.

Hartford Rubber Works.

GENTLEMEN: Upon receipt of this please to pay bearer One and 40/100 dollars each Saturday until Twenty eight dollars ($28.00) has been fully paid and charge same to my account.

ERNEST G. PETTIT.

STATE'S EXHIBIT K.

GENTLEMEN: Upon receipt of this please to pay bearer One and 40/100 dollars each Saturday until Twenty-eight dollars ($28.00) has been fully paid and charge same to my account.

ERNEST G. PETTIT.

STATE'S EXHIBIT L.

GENTLEMEN: Upon receipt of this please to pay bearer One and 40/100 dollars each Saturday until Twenty-eight dollars ($28.00) has been fully paid and charge same to my account.

ERNEST G. PETTIT.

72 STATE'S EXHIBIT M.

Mr. Ernest Pettit.

DEAR SIR: "If you have applied to D. H. Tolman's office Room 49 Waverly Bldg. for some money, bring this with you when calling for same, as identification," and sign it.

STATE'S EXHIBIT N.

(From Hartford Courtant, Sept. 10, 1909.)

Money Supplied

Notes of Salaried People

And business concerns bought without security; cheapest rates, easiest payment. Offices in 66 principal cities. D. H. Tollman, Room 49, 721 Main street.

DEFENDANT'S EXHIBIT L (1).

Credit.

*Application for [Sale of Salary.]**

HARTFORD, CONN., *July* 23, 1909.

D. H. Tolman, Hartford, Conn.:

I, James H. Skinner, (Col.), hereby offer to sell you [my salary]* a note for a certain term, viz:

X W. Y. Simmons.

I am employed by W. G. Simmons of Main St. as Janitor and have been in their employment 11 years. To the best of my knowledge and belief, my position is permanent my present salary is $15.00 per week payable Monday I was formerly in the employment of Hotel —— for —— ——

I live at 903 Main St. where I am Housekeeping. Have lived there 4 months. Prior to that I lived at 1 Mash Court for ——

I am married, single. I have two children. I am 32 years of age.

Have lived in Hartford 18-years. I carry Life Insurance in yes. Metropolitan Ins. Company for $580.—payable to children.

I belong to Society, Lodge or Union Odd Fellows Lodge

Name —— —— Branch No. —

I have assigned my salary No. For what period No. 73 I have no unsatisfied judgments standing against me, amounting to $— No I have signed or endorsed any notes for any one No

The names of my fellow employees are Clayton Simmons, Windsor, Ct. Mr. Pendergast Parkville Ct.

The names of some of the tradespeople with whom I deal are Union Market. Mr. Henry Royster (Janitor) Charter Oak National Bank.

References Paster Reverend Walter Geigh of Union Baptist Church, John H. Skinner, 28 Canton St. John E. Skinner, 23 Huntley St.

[* Words enclosed in brackets erased in copy.]

The names and addresses of my closest friends are (cousin) John E. ——

The names and addresses of my parents are: (mother) Eliza Skinner, Boston George Skinner, Boston Mass.

The names and addresses of my wife's parents are: Dead

The names and addresses of my brothers and sisters are: Miss Belle Skinner L 19 Pedmont Boston, Brother John H. Skinner.

The names and addresses of my wife's brothers and Sisters are: Mary & Bella & Margaret Skinner, Boston Mass.

These statements are made for the sole purpose of inducing you a note to purchase [my salary]* and with the full knowledge on my part that if they are not true, it will be securing money under false pretences.

To the best of my knowledge, belief and intention, my position with my present employer is a permanent one, and will continue note during the time the [salary,]* I offer to sell you will run. I will not during the life of any contract made with you or with your client, collect or attempt to collect my salary in advance.

I hereby deposit One Dollar to be used by said first party to verify the above statements, and I agree to forfeit the amount whether the purchase is made or not.

(Signed) JAMES SKINNER,
Permanent Address: 903 *Main St.*

Height —.
Weight —.
Complexion —.
Hair —.
Eyes —.
Over.

74 (Endorsed:) He is medium light colored, large Brown thin grayish eyes (sort of watered looking) [tight]* black kinky hair medium size head large through forehead and head.

(Indorsements:) 952. The State v. Doris Griffith, alias Doris Griffin. 998. State vs. Doris Griffith, alias Doris Griffin and Elizabeth Trimble. Finding. Filed Nov. 12, 1909. Geo. A. Conant, Clerk.

[* Words enclosed in brackets erased in copy.]

Superior Court, Hartford County, September Criminal Term, 1909, November 22, 1909.

952.

STATE
vs.
DORIS GRIFFITH, alias DORIS GRIFFIN.

998.

STATE
vs.
DORIS GRIFFITH, alias DORIS GRIFFIN, and ELIZABETH TRIMBLE.

Defendant's Appeal.

In the above entitled action the defendant appeals from the judgment of said Court, to the Supreme Court of Errors, to be held at Hartford, in the First Judicial District, on the first Tuesday of January, 1910, for a revision of the errors which she claims to have occurred in the trial thereof, and for reasons of said appeal, she assigns the following:

1. The Court erred and mistook the law in refusing to charge the jury that Chapter 238 of the Public Acts of 1907, entitled, "An Act Concerning Certain Loans" approved July 27th, 1907, being the act under which the information in said cause is framed and found, is, under the provisions of Section 1, Article 14 of the Amend-
75 ment- to the Constitution of the United States, unconstitutional and void.

2. The Court erred and mistook the law in refusing to charge the jury that said statute, being the act under which the indictment in said above cause is framed and found, is, under the provisions of Section 1, Article 14, of the Amendments to the Constitution of the United States, providing that no state shall deny to any person within its jurisdiction the equal protection of the laws, unconstitutional and void, inasmuch as said statute treats of and confers upon persons, firms, companies and corporations doing business in the County of Hartford, and State of Connecticut, certain privileges which are general and not local in their nature, but by the terms of said act limits the exercise of said privileges to persons, firms, or corporations incorporated under the laws of this state, and therefore, citizens of the State of Connecticut.

3. The Court erred and mistook the law in refusing to charge the jury that said statute, under the constitutional provisions aforesaid, is unconstitutional and void, inasmuch as said statute treats of and confers certain rights and privileges upon national banks, or banks and trust companies incorporated under the laws of this state, or upon pawn brokers, provided such pawn brokers procure a license under Chapter 235 of the Public Acts of 1905, all of which rights

and privileges said statute expressly deprives all other persons, and prohibits all other persons, firms, and corporations from exercising.

4. The Court erred and mistook the law in refusing to charge the jury that said statute is, under said constitutional provisions, unconstitutional and void, inasmuch as it treats of and imposes upon all persons, firms, companies and corporations of all other states, or banks or trust companies, excepting national banks, criminal penalties for acts made misdemeanors by said statute, and by its terms does not make such acts misdemeanors when done or performed by banks or trust companies chartered under the laws of the
76 State of Connecticut, but expressly and wholly excepts said banks and trust companies, upon the commission or performance by them of said prohibited acts, from the penalties therefor provided by said act.

5. The Court erred and mistook the law in refusing to charge the jury that said statute is, under the provisions of said constitutional provisions, unconstitutional and void, inasmuch as it attempts to confer upon all persons in the State of Connecticut, who are licensed, and whose business it is, or a part of whose business it is to lend money as pawn brokers, and upon banks and trust companies, incorporated under the laws of the State, as a class, certain rights and privileges, which said rights and privileges said statute expressly forbids to be exercised by all other persons, firms, corporations, banks and trust companies incorporated under the laws of other states in the Union.

6. The Court erred and mistook the law in refusing to charge the jury that said statute is, under the provisions of Section 1, Article 14, of the amendments to the Constitution of the United States, unconstitutional and void, in that thereby this state is attempting to deprive persons of liberty and property without due process of law.

7. The Court erred and mistook the law in refusing to charge the jury that said statute is, under said constitutional provisions, unconstitutional and void, in that thereby this state is attempting to abridge the privileges or immunities of citizens of the United States, contrary to the law of the land.

8. The Court erred and mistook the law in refusing to charge the jury that said statute is, under said constitutional provisions, unconstitutional and void, in that thereby this state is attempting to abridge and take away the right of contract between persons, firms, corporations, banks and trust companies, incorporated under the laws of any state in the Union, other than the State of Connecticut.

9. The Court erred and mistook the law in refusing to
77 charge the jury that said statute is, under the provisions of Section 10 of the Constitution of the United States, unconstitutional and void.

10. The Court erred and mistook the law in refusing to charge the jury that said statute is, under the provisions of said constitutional provision recited in Number 9, unconstitutional and void, inasmuch as its enforcement would impair the obligation of contracts existing between all persons, firms, or corporations, or banks, or trust companies duly incorporated under the laws of any state in the

United States, excepting such banks and trust companies as may be incorporated under the laws of the State of Connecticut.

11. The Court erred and mistook the law in charging the jury as follows:

The counsel for the accused have requested me for various reasons to charge you that this act is unconstitutional and void. These requests I deny. I charge you that the act is constitutional and valid.

12. The Court erred and mistook the law in charging the jury as follows:

However, you should construe the statute, like all criminal statutes, strictly.

13. The Court erred and mistook the law in charging the jury as follows:

I have said, that this statute should be construed strictly. Our Supreme Court has said that this statute was enacted for the purpose of protecting borrowers from extortion. Whatever its purpose may have been, gentlemen, it is for you only to determine whether the evidence produced here against this accused has proved beyond a reasonable doubt that she has committed any one of the eight offenses which are here alleged.

14. The Court erred and mistook the law by assuming that there was a loan made and thereby precluding the jury from passing on any question of fact in issue.

78 15. The Court erred and mistook the law by assuming that the notes of the third persons were not bona fide, and did not, in charging the jury, leave it to them to determine whether or not the several transactions were bona fide purchases of notes of third persons.

16. The Court erred in imposing a fine of Six Thousand ($6,000) Dollars and confinement for sixty (60) days in the County jail. — was in violation of Section 13 of Article 1 of the Constitution of Connecticut.

Defendant, —— ——,
By BENEDICT M. HOLDEN,
B. F. GAFFNEY,
Her Attorneys.

I certify that the foregoing appeal was filed on the 22nd day of November, 1909, and Bernard F. Gaffney, of New Britain, is recognized in the sum of one hundred dollars conditioned that said Doris Griffith, alias Doris Griffin shall prosecute said appeal taken in both of the above entitled cases to effect, and pay all costs therein if she shall fail to do so; and said appeal is hereby allowed.

LUCIUS P. FULLER,
Assistant Clerk.

(Indorsements:) 952. Supreme Court of Errors, First Judicial District, January Term, 1910. State of Connecticut vs. Doris Griffith, alias Doris Griffin. Defendant's Appeal. Filed Nov. 22, 1909. Lucius P. Fuller, Assistant Clerk. Benedict M. Holden, Attorney and Counselor at Law, Rooms 715 and 716, Conn. Mutual Building, 36 Pearl Street, Hartford, Conn.

79 Superior Court, Hartford County.

STATE OF CONNECTICUT
vs.
DORIS GRIFFITH, alias DORIS GRIFFIN.

I, George A. Conant, Clerk of the Superior Court in and for Hartford County, hereby certify that the foregoing is a true copy of all the files and record in the above entitled cause, except such pleadings and papers as have been withdrawn.

In Witness Whereof, I have hereunto set my hand and the seal of said Superior Court, at Hartford, in said County, this 9th day of December, A. D. 1909.

[Seal of Superior Court, Hartford County.]

GEORGE A. CONANT, *Clerk.*

(Indorsements:) No. 332. Supreme Court of Errors, First Judicial District, Hartford County, January Term, 1910. State vs. Doris Griffith, alias Doris Griffin. From Superior Court, Hartford County. Defendant's Appeal. Plaintiff's Counsel: H. M. Alcorn, State's Att'y. Defendant's Counsel: B. M. Holden, B. F. Gaffney. Received Dec. 9, 1909. Argued Jan'y 5 & 6, 1910, with No. 333. Decision: No Error, Jan'y 18, 1910. Opinion by Hall, J.

At a Supreme Court of Errors, Holden at Hartford, in and for the County of Hartford, in the First Judicial District, in the State of Connecticut, on the First Tuesday of January, 1910.

332.

STATE
v.
DORIS GRIFFITH, alias DORIS GRIFFIN, of Hartford.

On Appeal from Superior Court, Hartford County.

80 This appeal by the defendant claiming error in the record and judgment and in the proceedings and decisions and charge to the jury of the court, on questions of law arising in the trial as may appear in the certified transcript of record on file in this Court was allowed by the Superior Court for Hartford County, on the 22 day of November, 1909, and came to this Court at its session at Hartford, on the first Tuesday of January, 1910, when the parties appeared and were fully heard.

And now this Court finds that in the record, judgment, and proceedings and charge to the jury of said Superior Court there is no error.

It is therefore considered and adjudged that the judgment of said

Superior Court be and is hereby affirmed; and that the State recover of the defendant $— costs of suit.

By the Court,

GEORGE A. CONANT, *Clerk.*

(Indorsements:) 332. State vs. Doris Griffith, alias Doris Griffin. Supreme Court of Errors, Hartford County, First Judicial District. Entered January 18, 1910. Judgment. Recorded Page 59.

81 STATE OF CONNECTICUT,
Hartford County, ss:

City Police Court, City of Hartford.

To the City Police Court, established and holden within and for the City of Hartford, in Hartford County:

Edwin C. Dickenson, Prosecuting Attorney for said City of Hartford, on oath complains, presents and informs; that on the seventh day of Sept. 1909, at and within said City of Hartford, Dora Griffith and Elizabeth Trimble, now of said city of Hartford, with force and arms, did loan money to one Ernest G. Pettit to wit—the sum of $18 lawful money of the United States and did demand and charge interest at a greater rate than 15% per annum of the said Ernest G. Pettit for said sum, against the peace and contrary to the form of the statute in such case made and provided.

And said Attorney prays process against the said Dora Griffith and Elizabeth Trimble that they may be arrested and examined touching the allegations contained in this complaint and be thereon dealt with according to law.

Dated at said City of Hartford, this 9th day of Sept. A. D. 1909.

EDWIN C. DICKENSON,
Prosecuting Attorney for the City of Hartford.

STATE OF CONNECTICUT,
County of Hartford, City of Hartford, ss:

To the Sheriff of the County of Hartford, or his Deputy; to the Marshall of the City of Hartford, or his Deputy; or either Policeman of said City; or any Constable in the Town of Hartford, within said County, and to —— ——, of said City, an indifferent person, Greeting:

82 By Authority of the State of Connecticut, You are hereby commanded to arrest the body of the within named Dora Griffith and Elizabeth Trimble and them forthwith have before the City Police Court, holden within and for the City of Hartford, in said County, to answer the charges alleged against them in the foregoing complaint, and be dealt with thereon as the law di-

rects. Hereof fail not, but of this warrant, service and return make according to law.

Dated at Hartford, this 9th day of Sept. A. D. 1909.

J. L. BONEE,
Clerk of the City Police Court.

To Officer:
Serg't Henry.
" Hart.
Ernest G. Pettit.

By Authority of the State of Connecticut, You are hereby commanded to appear forthwith before the City Police Court, holden within and for the City of Hartford, in the County of Hartford, on the 9th day of Sept. 1909 to testify in a certain trial then and there to be had, what you know respecting certain charges alleged against Dora Griffith and Elizabeth Trimble.

Hereof fail not, under penalty of the law in such case provided.

Dated at Hartford, this 9th day of Sept. A. D. 1909.

To any proper officer and to —— of said —— an indifferent person, to serve and return.

J. L. BONEE,
Clerk of City Police Court.

HARTFORD COUNTY, *ss:*

CITY OF HARTFORD, *Sept. 14th, A. D.* 1909.

Then and there by virtue of the within and foregoing Complaint and Warrant, I arrested the body of the within named D. Griffith and E. Trimble and read the same in their hearing, and have *him* here in Court before the City Police Court, holden within
83 and for the City of Hartford, in Hartford County; and I duly served the above subpœna on the several witnesses named therein.

Attest, T. W. BAZEL,
Policeman.

Fees.

Travel to Arrest	$.20
Arrest	1.00
Cash paid for assistance in making arrest	.....
Travel to Court with Prisoner-	.50
Summoning Witnesses:	
Readings	.72
Miles travel	.60
Attendance at Court with Prisoner-	1.00
Custody of Prisoner-	2.00
	$6.02

STATE OF CONNECTICUT,
Hartford County, ss:

City Police Court, City of Hartford.

Established and Holden for and Within the Limits of said City, on the 11th Day of Sept., A. D. 1909, and by Legal Continuance on the 14th Day of Sept. 1909.

Present, Hon. Walter H. Clark, Judge holding said Court.

Dora Griffith and Elizabeth Trimble, the within named defendants of said Hartford, *was* were brought before said Court, by virtue of a warrant issued upon due information given to the Judge of said Court by Edwin C. Dickinson, Prosecuting Attorney of said Court, charged with the crime stated in the foregoing complaint, Violation — Loan Act, as per complaint on file fully appears.

And the said accused being required to make answer to said complaint, said that they are not guilty in the manner and form as in said complaint is alleged.

And having inquired into the facts stated in the said complaint, the Court finds that the said accused are guilty in manner and form as is therein alleged.

84 And it is thereupon ordered and Considered by said Court that the said accused be committed to the common jail in Hartford in and for Hartford County, for the period of 60 for G. 1 for T. days from the date hereof, and pay the costs of this prosecution, taxed at 12 dollars and 57 cents, and stand committed until judgment be performed.

From such judgment the said accused moves an appeal to the next term of the Superior Court, having criminal jurisdiction, to be holden at Hartford, in and for the County of Hartford, on the third Tuesday of September, 1909, which said motion is allowed; whereupon the said accused, *himself* as principal-, and U. S. Fidelity & Guaranty Co. of Baltimore, as surety, recognized before me, in the sum of 2100 Dollars to the State of Connecticut for the appearance of said accused before said Superior Court to answer said complaint and abide the order and judgment of said Court touching said complaint and the matters charged therein.

J. L. BONEE, *Clerk.*

The within and foregoing is a true and attested copy of the original complaint, warrant, subpœna, officer's return, and of the judgment and order of the Court thereon, in my office in State, vs. Griffith and Trimble.

Dated at Hartford, this 14th day of Sept. 1909.

[Seal of the City Police Court, City of Hartford.]

JOHN L. BONEE,
Clerk of the City Police Court, City of Hartford.

85 (Indorsements:) Sept. 11th, 1909. Recorded, Book 2 App. Page 639. State vs. Dora Griffith and Elizabeth Trimble. Complaint for Violation — Loan Act. Plea Not Guilty. Guilty. Ordered to pay a fine of $— and costs, taxed at 12.57. And in default thereof, to stand committed. And 60 days in jail for Griffith. 1 day in jail for Trimble. Appealed to Sept. Term, 1909. Bonds, $2100. Bondsman, U. S. Fidelity & Guaranty Co. of Baltimore.

Mittimus	.....
Interpreter	.....
Subpœna	.25
Court	3.00
Officer's Fees	6.02
Witness Fees	3.30
	12.57
Copies and Evidence	2.75
	15.32

J. L. BONEE, *Clerk.*

Adjourned to Sept. 14, 1909, at 9 A. M. Bonds of $2500 required, and, in default thereof sent to jail.

86 To the Honorable Superior Court of the State of Connecticut, Hartford County, September Term, A. D. 1909:

Hugh M. Alcorn, State's Attorney, within and for said County, presents and informs that heretofore, to wit, on the seventh day of September, A. D. 1909, at the city of Hartford, in said County, Doris Griffith alias Doris Griffin, and Elizabeth Trimble, and both of said Hartford, with force and arms, being then and there the agents of one D. H. Tolman, a private individual, did then and there loan to one Ernest G. Pettit, the sum of eighteen dollars, and did then and there unlawfully and feloniously charge the said Ernest G. Pettit interest therefor at a greater rate than fifteen per cent per annum, to wit—at the rate of 160 per cent per annum, there being no bona fide mortgage of real or personal property as security for said loan, against the peace and contrary to the form of the statute in such case made and provided.

Second Count. And said Attorney further presents and informs that heretofore, to wit—on the seventh day of September, A. D. 1909, at said city of Hartford, the said Doris Griffith alias Dora Griffin and Elizabeth Trimble, both of said Hartford, with force and arms, being then and there the agents of one D. H. Tolman, a private individual, did then and there loan to one Ernest G. Pettit, the sum of eighteen dollars, and did then and there unlawfully and feloniously accept a note for an amount greater than that actually loaned, to wit:—for the amount of twenty-eight dollars, with intent then and there to evade the provisions of Sec. 1 of Chap. 238 of the

Public Acts of 1907, against the peace and contrary to the form of the statute in such case made and provided.

HUGH M. ALCORN,
State's Attorney.

(Indorsements:) No. 998. State v. Doris Griffith, alias Doris Griffin and Elizabeth Trimble.

87 (Indorsements—Continued:) Sup. Court, Sept. Term, 1909. Violation — Loan Act. Each not guilty. Sept. 22, 1909. Cont'd Oct. 7, 1909.

(*Duplicate Docket Minutes Indorsed upon the File.*)

Application for permission to withdraw plea of not guilty denied Sept. 24, 1909.

Defendants' request to charge filed Sept. 24, 1909.

Nol. Pro. as to Elizabeth Trimble, Sept. 24, 1909.

Defendants' request to charge denied by the Court, Sept. 25, 1909.

Verdict of guilty on each count Sept. 25, 1909 at 11:25 A. M.

Thirty days in Jail on each count Sept. 25, 1909.

Stay of execution granted Sept. 25, 1909 until Tuesday, Sept. 28, 1909 at 10 A. M. on condiction of furnishing bond of $8,000.

Above stay of execution rescinded Sept. 25, 1909.

Notice of Appeal filed Sept. 25, 1909.

Stay of execution until final determination of cause granted Sept. 25, 1909, on condition of furnishing bond of $8,000.

Bond filed Sept. 25, 1909.

Extension of two weeks for filing request for finding granted Oct. 5, 1909.

Defendants' request for finding and draft-finding filed Oct. 18, 1909, in #952.

Counter-finding filed Oct. 23, 1909, in #952.

Finding filed in #952 Nov. 12, 1909.

Appeal filed Nov. 22, 1909, in #952.

998.

STATE
vs.
DORIS GRIFFITH, alias DORIS GRIFFIN, and ELIZABETH TRIMBLE.

SEPTEMBER 25, 1909.

Hugh M. Alcorn, Attorney of the State within and for said County, information makes charging that on the seventh day of September, 1909, at the City of Hartford in said County, Doris Griffith, alias Doris Griffin, and Elizabeth Trimble, both of said Hartford, with force and arms, being then and there the agents of one D. H. Tolman, a private individual, did then and there loan to one Ernest G. Pettit, the sum of eighteen dollars and did then and there unlawfully and feloniously charge the said Ernest G. Pettit

interest therefor at a greater rate than fifteen per cent per annum, to wit—at the rate of 160 per cent per annum, there being no bond fide mortgage of real or personal property as security for said loan, as charged in the first count; and further charging in the second
88 count that on the seventeenth day of September, 1909, at said Hartford, the said Doris Griffith, alias Dora Griffin and Elizabeth Trimble, both of said Hartford, with force and arms, being then and there the agents of one D. H. Tolman, a private individual, did then and there loan to one Ernest G. Pettit, the sum of eighteen dollars, and did then and there unlawfully and feloniously accept a note for an amount greater than that actually loaned, to wit:—for the amount of twenty-eight dollars, with intent then and there to evade the provisions of Sec. 1 of Chap. 238 of the Public Acts of 1907, as by information on file will appear.

The Attorney of the State now says that he is unwilling further to prosecute said information against the said Elizabeth Trimble.

To such information the said Doris Griffith, alias Doris Griffin, pleads and says that she is not guilty.

Jurors Sworn.

Joseph J. Morse	Clinton T. Inslee	Fred L. Dutton
William Hotchkiss	Martin J. Gorman	Hugh Young
Edward S. Lyman	Henry W. Barbour	Joseph Dart
James S. Forbes	Chester P. Loomis	E. J. Hoadley

Said cause having been fully heard and committed to said jury, they by their verdict find the said Doris Griffith, alias Doris Griffin, guilty on each of said two counts as charged in the information. This Court doth accordingly adjudge the said Doris Griffith, alias Doris Griffin, guilty on each of said two counts and that she be imprisoned in the Common Jail in said County during the period of thirty days on each of said two counts, sentence on the second count to commence on the expiration of the sentence on the first count, and pay costs of prosecution taxed at $21.41; and the defendant having filed her notice of appeal to the Supreme Court of Errors, execution was thereupon stayed until the final determination of said cause.

89 (Indorsements:) No. 998. State vs. Doris Griffith, alias Doris Griffin, and Elizabeth Trimble. Judgment. Recorded, Vol. 47, Page 318.

Superior Court, Hartford County, Sept. 25, 1909.

998.

STATE
vs.
DORA GRIFFITH et al.

Notice of Appeal.

The defendant in the above entitled cause hereby gives notice of her intention to appeal from the judgment rendered therein to the next term of the Supreme Court of Errors to be holden at Hartford within and for the First Judicial District.

DEFENDANT,
By B. M. HOLDEN,
B. F. GAFFNEY,
Her Att'ys.

(Indorsements:) 998. State vs. Doris Griffith, et al. Notice of Appeal. Filed Sep. 25, 1909. Lucius P. Fuller, Assistant Clerk.

Superior Court, Hartford County, September 25, 1909.

No. 998.

STATE OF CONNECTICUT
vs.
DORIS GRIFFITH.

Notice of Appeal.

The defendant in the above entitled cause hereby gives notice of her intention to appeal from the judgment rendered therein, to the next term of the Supreme Court of Errors, to be held within and for the First Judicial District of the State of Connecticut.

DEFENDANT,
By B. F. GAFFNEY,
BENEDICT M. HOLDEN,
Her Attorneys.

(Indorsements:) No. 998. Superior Court, Hartford County, September Term, 1909.

90 (Indorsements—Continued:) State of Connecticut vs. Doris Griffith. Notice of Appeal. Filed Sep. 25, 1909. Lucius P. Fuller, Assistant Clerk.

Superior Court, Hartford County.

STATE OF CONNECTICUT
vs.
DORIS GRIFFITH et al.

I, George A. Conant, Clerk of the Superior Court in and for Hartford County, hereby certify that the foregoing is a true copy of all the files and record in the above entitled cause, except such pleadings and papers as have been withdrawn.

In Witness Whereof, I have hereunto set my hand and the seal of said Superior Court, at Hartford, in said County, this 5th day of January, A. D. 1910.

[Seal of Superior Court, Hartford County.]

GEORGE A. CONANT, *Clerk.*

(Indorsements on cover:) No. 333. Supreme Court of Errors. First Judicial District, Hartford County, January Term, 1910. State of Connecticut vs. Doris Griffith Alias Doris Griffin et als. From Superior Court, Hartford County. Defendants' Appeal. Plaintiff's Counsel: H. M. Alcorn, State's Att'y. Defendant's Counsel: B. M. Holden, B. F. Gaffney. Received: Nov. 23, 1909. Argued Jan'y 5 & 6, 1910 with No. 332. Decision: No Error, Jan'y 18, 1910. Opinion by Hall, J.

91 At a Supreme Court of Errors holden at Hartford, in and for the County of Hartford, in the First Judicial District, in the State of Connecticut, on the first Tuesday of January, 1910.

333.

STATE
vs.
DORIS GRIFFITH, alias DORIS GRIFFIN, of Hartford.

On Appeal from Superior Court, Hartford County.

This appeal by the defendant claiming error in the record and judgment and in the proceedings and decisions and charge to the jury of the court, on questions of law arising in the trial as may appear in the certified transcripts of record on file in this Court in this appeal and in another appeal brought to this term entitled No. 332, State vs. Doris Griffith, alias Doris Griffin, was allowed by the Superior Court for Hartford County, on the 22d day of November, 1909, and came to this Court at its session at Hartford, on the first Tuesday of January, 1910, when the parties appeared and were fully heard.

And now this Court finds that in the record, judgment, and proceedings and charge to the jury of said Superior Court there is no error.

It is therefore considered and adjudged that said judgment of said Superior Court be and is hereby affirmed and that the State recover of the defendant $— costs of suit.

By the Court,

GEORGE A. CONANT, *Clerk.*

(Indorsements:) 333. State vs. Doris Griffith, alias Doris Griffin et al. Supreme Court of Errors, Hartford County, First Judicial District. Entered January 18, 1910. Judgment. Recorded, Page 60.

92 All which I have caused by these presents to be exemplified and the seal of the Supreme Court of Errors of the State of Connecticut to be hereunto affixed and do hereby certify that the foregoing pages numbered from 5 to 91 inclusive contain a true copy of the original files and record in said two causes, to wit: No. 332, State of Connecticut, vs. Doris Griffith, alias Doris Griffin and No. 333, State of Connecticut, vs. Doris Griffin, alias Doris Griffin, et al., and that said cases were heard together in said Supreme Court of Errors on January 5 and 6, 1910.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Supreme Court of Errors at Hartford, in said County and State, this 4th day of March, 1910.

[Seal Supreme Court of Errors, Con.]

GEORGE A. CONANT,
Clerk of the Supreme Court of Errors of said State in and for said County and the First Judicial District.

STATE OF CONNECTICUT,
County of Fairfield:

I, Frederic B. Hall, Chief Justice of the Supreme Court of Errors of the State of Connecticut, do hereby certify that George A. Conant, whose name is subscribed to the foregoing exemplification, is Clerk of said Supreme Court of Errors in and for the County of Hartford and the First Judicial District, duly appointed and sworn; that the above is his genuine official signature; that full faith and credit are due to his official act; and that the seal affixed to said exemplification is the seal of said Supreme Court of Errors and that the foregoing attestation is in due form.

Dated at Bridgeport, in said Fairfield County, this fifth day of March, 1910.

FREDERIC B. HALL,
Chief Justice of said Supreme Court of Errors.

93 Supreme Court of Errors, First Judicial District, Hartford County, January Term, 1910.

THE STATE OF CONNECTICUT
vs.
DORIS GRIFFITH, alias DORIS GRIFFIN,

and

THE STATE OF CONNECTICUT
vs.
DORIS GRIFFITH, alias DORIS GRIFFIN, and ELIZABETH TRIMBLE.

Informations under section 1 of chapter 238 of the Public Acts of 1907, for charging interest on loans at a greater rate than fifteen per cent. per annum, and under section 2 of said Act, for accepting notes for a greater amount than that actually loaned, with intent to evade said section 1, brought to the Superior Court in Hartford County and tried together to the jury before Burpee, J.; verdict and judgment of guilty, and appeal by the accused. No error.

HALL, J.: Section 1 of chapter 238 of the Public Acts of 1907, p. 838, forbids any person or the agent of any person, with certain named exceptions, from directly or indirectly loaning money at a greater rate of interest than fifteen per cent. per annum. Section 2 forbids any person, with intent to evade section 1, from accepting a note for a greater amount than that actually loaned. Section 4 provides that any person violating any of the provisions of sections 1 or 2 shall be punished by imprisonment for not more than six months, or fined not more than $1,000, or both. Section 5 provides that no action shall be brought on any loan prohibited by the Act.

94 There were two informations against the accused Doris Griffith, one containing six counts, charging three violations of said section 1 and three violations of said section 2, and the other containing two counts, charging a violation of said section 1 and a violation of said section 2. The jury found the accused guilty on all the counts of each information, and the court sentenced her to pay a fine of $1,000 on each count of the first named information, and to imprisonment in jail for thirty days on each of the two counts of the second information.

In the reasons of appeal it is alleged that the Act upon which the information is based is rendered void by the provisions of section 1 of the Fourteenth Amendment, and of section 10 of Article First, of the Constitution of the United States, and of section 13 of Article First of the Constitution of Connecticut.

We held in State v. Hurlburt, 82 Conn. 232, that the provisions of the Fourteenth Amendment of the Federal Constitution did not affect the validity of this Act.

The provision of section 10 of Article First of the Federal Constitution, that no State shall pass any law impairing the obligation of contracts, applies only to legal obligations; to contracts imposing obligations which are capable, in legal contemplation, of being im-

paired; to contracts conferring rights which are recognized in courts of justice. It does not give validity to contracts which are properly prohibited by statute. Trustees of the Bishop's Fund v. Rider, 13 Conn. 87, 93, 94.

95 The contract, the enforcement of which is forbidden by section 5 of the Act in question, is one which might be properly prohibited by the legislature. Statutes prohibiting usurious contracts are for the prevention of extortion and unjust oppression by unscrupulous persons who are ready to take undue advantage of the necessities of others. From an early date such statutes have existed in nearly every State in the Union. 29 Amer. & Eng. Ency. of Law (2d Ed.), p. 454. Legislatures exercise a legitimate power in enacting laws regulating the rate of interest to be taken on loans. Chapman v. State, 5 Or. 432.

Section 13 of Article First of the Constitution of Connecticut, provides that excessive bail shall not be required, nor excessive fines imposed. The fines imposed in the present cases did not exceed those prescribed by statute. The accused was the agent of one Tolman, who was engaged in the business of money lending in more than sixty places in the United States and Canada, and two of whose agents, as the accused knew, had been convicted of conducting business in this same office in Hartford in violation of the Act in question. Although the fine imposed seems very large, yet the circumstances of the commission of the of-enses, perhaps not fully set forth in the finding, may have been such as to justify it. Assuming that the legislature had the power to prescribe such fine, every presumption is in favor of the proper exercise by the court of the power to impose it. The amount of the fine which the legislature may

96 properly impose depends largely upon the object designed to be accomplished by the imposition of the fine, and the widest latitude is to be given to the discretion and judgment of the legislature in determining the amount of the fine necessary to accomplish that object. Southern Express Co. v. Commonwealth, 92 Va. 59; Blydenburgh v. Miles, 39 Conn. 484, 497. It is only in case of a plain conflict between a provision of the Constitution and an enactment of the legislature that the courts will interfere. State v. Main, 69 Conn. 123. We say in this case, as we said in Blydenburgh v. Miles, supra: "In looking at this record we are unable to say that the penalty is so disproportioned to the offense as to justify us in holding the law to be void."

The question of fact, which was clearly decisive of these cases, namely, whether the accused in good faith purchased the notes described in the informations, or whether the so-called purchase was a mere expedient to cover an actual loan, and to evade the provisions of the statute (Belden v. Lamb, 17 Conn. 441, 453), was fairly submitted to the jury.

The printed appeal record in these cases should have contained copies of the information and record of judgment in both cases.

There is no error.

In this opinion the other judges concurred.

The foregoing is a true copy of the original opinion as filed with the reporter of the court; but the opinion is subject to alteration and addition by the judges until printed in the official reports.

JAMES P. ANDREWS, *Reporter.*

97 United States Supreme Court.

DORRIS GRIFFITH, alias DORRIS GRIFFIN, Plaintiff-in-Error,
against
PEOPLE OF THE STATE OF CONNECTICUT, Defendant-in-Error.

The plaintiff-in-error, Dorris Griffith alias Dorris Griffin, by I. Henry Harris, her attorney, assigns error to the judgment of the Court herein as follows:

1. That the Supreme Court of Errors of the State of Connecticut erred in not holding that Chapter 238 of the Public Acts of 1907, entitled "An Act Concerning Certain Loans," approved July 27th, 1907, being the act under which the information in said cause is framed and found, is, under the provisions of Section 1, Article 14 of the Amendments to the Constitution of the United States, unconstitutional and void.

2. That the Court erred in refusing to hold that said statute being the act under which the indictment in said above cause is framed and found is, under the provisions of Section 1, Article 14, of the Amendments to the Constitution of the United States, providing that no state shall deny to any person within its jurisdiction the equal protection of the laws, unconstitutional and void, inasmuch as said statute treats of and confers upon persons, firms, companies and corporations doing business in the county of Hartford, and State of Connecticut, certain privileges which are general and not local in their nature, but by the terms of said act limits the exercise of said privileges to persons, firms or corpora-
98 tions incorporated under the laws of this state, and, therefore, citizens of the State of Connecticut.

3. The court erred in refusing to hold that said statute, under the constitutional provisions aforesaid, is unconstitutional and void, inasmuch as said statute treats of and confers certain rights and privileges upon national banks, or banks and trust companies incorporated under the laws of this state, or upon pawn brokers, provided such pawn brokers procure a license under Chapter 235 of the Public Acts of 1905, all of which rights and privileges said statute expressly deprives all other persons, and prohibits all other persons, firms and corporations from exercising.

4. The court erred in refusing to hold that said statute is, under said constitutional provisions, unconstitutional and void, inasmuch as it treats of and imposes upon all persons, firms, companies and corporations of all other states, or banks or trust companies, excepting national banks, criminal penalties for acts made misdemeanors by said statute, and by its terms does not make such acts misde-

meanors when done or performed by banks or trust companies chartered under the laws of the State of Connecticut, but expressly and wholly excepts said banks and trust companies, upon the commission or performance by them of said prohibited acts, from the penalties therefor provided by said act.

5. The court erred in refusing to hold that said statute is, under the provisions of said constitutional provisions, unconstitutional and void, inasmuch as it attempts to confer upon all persons in the State of Connecticut, who are licensed, and whose business it is, or a part of whose business it is to lend money as pawn brokers, and upon banks and trust companies, incorporated under the
99 laws of the State, as a class, certain rights and privileges, which said rights and privileges said statute expressly forbids to be exercised by all other persons, firms, corporations, banks and trust companies incorporated under the laws of other states in the Union.

6. The court erred in refusing to hold that said statute is, under the provisions of Section 1, Article 14, of the Amendments to the Constitution of the United States, unconstitutional and void, in that thereby this state is attempting to deprive persons of liberty and property without due process of law.

7. The court erred in refusing to hold that said statute is, under said constitutional provisions, unconstitutional and void, in that thereby this state is attempting to abridge the privileges or immunities of citizens of the United States, contrary to the law of the land.

8. The court erred in refusing to hold that said statute is, under said constitutional provisions, unconstitutional and void, in that thereby this state is attempting to abridge and take away the right of contract between persons, firms, corporations, banks and trust companies, incorporated under the laws of any state in the Union, other than the State of Connecticut.

9. The court erred in refusing to hold that said statute is, under the provisions of Section 10 of Article 1 of the Constitution of the United States, unconstitutional and void.

10. The court erred in refusing to hold that said statute is, under the provisions of said constitutional provision recited in Number 9, unconstitutional and void, inasmuch as its enforcement would impair the obligation of contracts existing between all persons, firms, or corporations, or banks, or trust companies duly incor-
100 porated under the laws of any state in the United States, excepting such banks and trust companies as may be incorporated under the laws of the State of Connecticuut.

11. The court erred in refusing to hold that said statute, being the act under which the indictment in the above cause is framed and found, is under the provisions of Section 2, of Article 4 of the Constitution of the United States, unconstitutional and void.

12. The court erred in refusing to hold that the said statute is under the provisions of Section 1, of Article 14 of the Constitution of the United States, unconstitutional and void.

13. The court erred in affirming the judgment and in refusing to discharge the prisoner.

I. HENRY HARRIS,
I. HENRY HARRIS,
Attorney for Plaintiff-in-Error.

Office and P. O. Address, 320 Broadway, Borough of Manhattan, New York City, State of New York.

Filed February 3, 1910.
GEORGE A. CONANT, *Clerk.*

101 [Endorsed:] United States Supreme Court. Dorris Griffith, alias Dorris Griffin, Plaintiff-in-Error, against People of the State of Connecticut, Defendant-in-Error. Assignment of Error. I. Henry Harris, 320 Broadway, New York City.

102 Superior Court, Hartford County, September Criminal Term, 1909.

No. 952 and No. 998.

DORIS GRIFFITH, alias DORIS GRIFFIN.

Know all men by these presents that I, Doris Griffith, alias Doris Griffin of Hartford County, State of Connecticut as principal and the United States Gidelity & Guaranty Company, a legal corporation organized under the laws of the State of Maryland and located and having its principal place of business in Baltimore, Maryland, and duly authorized by law to execute surety on bonds in the State of Connecticut as surety are bounden jointly and severally *under* the State of Connecticut, and in the penal sum of $8,000 lawful money of the United States to be paid to the State of Connecticut, to *the* which payment well and truly to be made and done the said Doris Griffith alias Doris Griffin, binds jointly, herself, her heirs, executors and administrators and the said United States Fidelity & Guaranty Company binds itself, its successors and assigns, each and every one of them in the whole, jointly and severally, firmly by these presents.

Signed, sealed and delivered in the presence of —.

Signed and sealed the second day of February 1910.

The conditions of this obligation is such, whereas the said Doris Griffith alias Doris Griffin was convicted by the Superior Court for Hartford County, on the third Tuesday of September 1909; that is to say on September 25th, 1909, on each of six separate counts in an information laid by Hugh M. Alcorn State Attorney at Hartford, Conn., numbered and docketed 952 charging six separate crimes *to* violation of the loan act. To wit: Sections 1 and 2 of Chapter 238 of the public act of 1907, in each of said counts, and was thereupon sentenced by said Superior Court to pay a fine of $1,000 to the Treasurer of the State of Connecticut on each of said

counts, and to pay costs of prosecution, and whereas the said
103 Doris Griffith alias Doris Griffin was on the same day convicted by the same Court on each of two counts upon another information of the said State Attorney numbered and docketed as 998, charging two separate crimes and violations of the loan act. To wit: Sections 1 and 2 of Chapter 238 of the public act of 1907 in each of said counts, and was thereupon sentenced by said Superior Court to pay a fine of $1,000 on each of the *same* counts to the Treasurer of the State of Connecticut and be imprisoned for sixty days on all of which judgments execution remained unpaid.

Whereas the said Doris Griffith alias Doris Griffin has obtained a writ of error from the State Supreme Court upon each of said judgments to the United States Supreme Court, and said Court has granted a stay of execution of said judgment until the final determination of the said causes.

Now therefore, if the said Doris Griffith alias Doris Griffin shall abide the final order and judgment of the United States Supreme Court and of the Connecticut State Supreme Court of Errors made and of the said Superior Court in all said causes, then this obligation shall be void, otherwise in full force and effect.

In witness hereto, I, the said Doris Griffith alias Doris Griffin have hereunto set my hand and seal, and the said United States Fidelity and Guaranty Company has caused its instrument to be signed by Geo. R. Burton & Sons, duly authorized to execute in their behalf by a Power of Attorney a copy of which is hereto attached, and its corporate seal to be hereunto affixed, the date and year first above written.

DORIS GRIFFITH. [L. S.]

[Seal The United States Fidelity & Guaranty Company, Incorporated 1896.]

UNITED STATES FIDELITY AND GUARANTY CO.,
By GEO. R. BURTON & SONS,
Its Attorneys in Fact.

104 STATE OF CONNECTICUT,
County of New Haven, ss:

NEW HAVEN, *February 2nd*, 1910.

Geo. L. Burton, being duly sworn, deposes and says that he is a member of the firm of Geo. R. Burton & Sons, that the paper hereto annexed, and Marked "A," is a true, correct and accurate copy of the Power of Attorney granted to his firm by the United States Fidelity and Guaranty Company, that the same is now in full force and effect, and has not in any way, shape or manner been revoked or cancelled, before me,

LOUIS R. BURTON,
Notary Public.

A.

Power of Attorney.

Know all men by these presents: That, the United States Fidelity and Guaranty Company, a body corporate duly incorporated under the laws of the State of Maryland, doth hereby constitute and appoint Geo. R. Burton & Sons of the City of New Haven, County of New Haven and State of Connecticut, to be its true and lawful attorneys, in and for the State of Connecticut for the following purposes to wit:

To sign its name as Surety to, and to execute, acknowledge, justify upon and deliver any and all Stipulations, Bonds and Undertakings given or required in any judicial action or proceeding brought or pending within the said State, or in any Judicial action or proceeding over which a United States Court shall exercise jurisdiction.

It being the intention of this Power of Attorney to fully authorize and empower the said Geo. R. Burton & Sons to sign the name of said Company, and affix its corporate seal as Surety to any or all of said Stipulations, Bonds and Undertakings, and thereby to law-
105 fully bind it as fully and to all intents and purposes as if done by the duly authorized officers of said Company with the seal of the said Company thereto affixed, and the said Company hereby ratifies and confirms all and whatsoever the said Geo. R. Burton & Sons may lawfully do in the premises by virtue of these Presents.

In witness whereof, the said The United States Fidelity and Guaranty Company, pursuant to a resolution of its Board of Directors, duly passed on the 11th day of July, A. D. 1898 (a certified copy of which is hereto annexed), has caused these presents to be sealed with its common and corporate seal, duly attested *to* by its 2nd Vice President and by its Ass't Secretary, this ninth day of January, A. D. 1903.

THE UNITED STATES FIDELITY AND GUARANTY COMPANY,
By EDW. J. PENNIMAN, *2nd Vice President.*
[SEAL.] RICHARD D. LANG, *Ass't Secretary.*

STATE OF MARYLAND,
City of Baltimore, ss:

I, Harry C. Mathieu, a Commissioner of Deeds for the State of Connecticut, duly appointed and qualified in and for the City and State aforesaid, hereby certify that on this ninth day of January, A. D. 1903, personally appeared before me Edw. J. Penniman, 2nd Vice-President, and Rich'd D. Lang, Ass't Secretary of the United States Fidelity and Guaranty Company, to me personally known to be the said officers of the said Corporation and the individuals who executed the foregoing instrument, and they duly acknowledged the execution of the same as the act and deed of the said Corporation; and being by me each duly sworn severally and each for him-

self, did depose and say, that they are the said officers of the
105 said Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the said Corporation, and hat the said corporate seal and their signatures as such officers were luly affixed and subscribed to the said instrument by the authority nd direction of the said Corporation.

In testimony whereof, I have hereunto set my hand and affixed ny official seal, at the City of Baltimore, the day and year above written.

[SEAL.]

HARRY C. MATHIEU,
A Commissioner of Deeds for the State of Connecticut, Residing in the City of Baltimore, in the State of Maryland.

Copy of Resolution.

That whereas, it is often necessary, in order to facilitate the business of the Company in States other than Maryland and in the Territories, to have Stipulations, Bonds and Undertakings given or required in judicial actions or proceedings, executed with the least delay and with promptness.

Now, therefore, be it resolved, that the President or one of the Vice-presidents and the Secretary or Assistant Secretary be, and they are hereby authorized to appoint one or more persons residing in the States other than Maryland, and in the Territories of the United States, to sign the name of the Company as surety to, and to execute, acknowledge, justify upon and deliver any and all Stipulations, Bonds and Undertakings given or required in any judicial action or proceeding within any one of the said States or Territories, and that the said person or persons so appointed are hereby authorized and empowered to sign the name of the Company and to affix its corporate seal as surety to said Stipulations, Bonds and Undertakings, and to sign their names thereto in attestation of same, and thereby to lawfully bind the Company to all intents and pur-
107 poses, as if done by its duly authorized officers, and the Company through us, its Board of Directors hereby ratifies and confirms all and whatsoever the said person or persons may lawfully do by virtue of the authority hereby vested in them.

I, Rich'd D. Lang, Asst.-Secretary of the United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a full and correct copy of a resolution passed by the Board of Directors of the said Company at a regular meeting thereof, duly called and held on the 11th day of July, A. D. 1898, a quorum being present, as the same appears on the records of the Company now in my possession and custody as Asst.-Secretary.

In witness whereof, I have hereunto set my hand and affixed the seal of the said Company, at the City of Baltimore, Maryland, this ninth day of January, A. D. 1903.

[SEAL.]

RICHARD D. LANG,
Ass't Secretary.

NEW HAVEN, *February 2d*, 1910.

The foregoing bond is approved and accepted as a supersedeas bond, in the matter of a writ of error to the Supreme Court of Errors of Connecticut from the Supreme Court of the United States; said supersedeas to take effect on the signing and sealing of the writ of error to which the same is attached.

SIMEON E. BALDWIN,
Chief Justice of the Supreme Court of Errors.

Filed February 3, 1910.
GEORGE A. CONANT, *Clerk.*

108 Know all men by these presents, That we, Dorris Griffith, alias Dorris Griffin, as principal, and the United States Fidelity & Guaranty Company, a legal corporation organized under the laws of the State of Maryland, as surety, are held and firmly bound unto the State of Connecticut in the sum of Five Hundred Dollars, ($500.00) to be paid to the said State of Connecticut, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Sealed with our seals and dated this 4th day of February, in the year of our Lord one thousand nine hundred and Ten.

Whereas, lately at a Trial Term of the Supreme Court, State of Connecticut, in a suit depending in said Court between the State of Connecticut as plaintiff, and Dorris Griffith, alias Dorris Griffin, as defendant, a judgment was rendered against the said Dorris Griffith, alias Dorris Griffin, which judgment was affirmed by the Supreme Court of Errors of the State of Connecticut, and the said Dorris Griffith, alias Dorris Griffin, having obtained a Writ of Error and filed a copy thereof in the Clerk's Office of said Court to reverse the judgment in the aforesaid State in the citation directed to the said State of Connecticut, citing and admonishing the State's Attorney to be and appear at a Supreme Court of the United States, at Washington, within thirty days from the date thereof.

Now, the condition of the above obligation is such, that if the said Dorris Griffith, alias Dorris Griffin, shall prosecute the appeal to effect and answer all damages and costs if she fail to make her plea good, then the above obligation to be void; else to remain in full force and virtue.

DORIS GRIFFITH. [SEAL.]
UNITED STATES FIDELITY AND GUARANTY COMPANY,
By SYLVESTER J. O'SULLIVAN, *Manager.*

109 [Seal The United States Fidelity & Guaranty Company, Incorporated, 1896.]

Attest:
W. C. SCHRYVER, *Attorney-in-Fact.*

Sealed and delivered in presence of
J. HENRY HARRIS.

Approved by
FREDERIC B. HALL,
Chief Justice of the Supreme Court of Errors.

February 11th, 1910.

STATE OF NEW YORK,
County of New York, ss:

On this 4 day of February, personally appeared before me Doris Griffith to me known and known to me to be the individual described in and who executed the foregoing instrument and she duly acknowledged to me that she executed the same.

JOHN S. McNALLY,
Com. of Deeds, N. Y. C.

STATE OF NEW YORK,
County of New York, ss:

On the 4 day of Feb. 1910, before me personally came Sylvester J. O'Sullivan, to me known, who, being by me duly, sworn, did depose and say that he resided in the City of New York: that he was Manager of The United States Fidelity and Guaranty Company, the corporation described in, and which executed the within instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order; and that the liabilities of said Company do not exceed its assets as ascertained in the manner provided in section 3 of Chapter 720 of the Session Laws of the State of New York for the year 1893. And the said Sylvester J. O'Sullivan further said that he was acquainted with W. C. Schryver and knew him to be the Attorney-in-fact of said Company; that the signature of said W. C. Schryver, subscribed to the within instrument, is in the genuine handwriting of said W. C. Schryver, and was subscribed thereto by like order of said Board of Directors, and in presence of him, the said Sylvester J. O'Sullivan.

DANIEL C. DEASY,
Notary Public, New York County.

[Seal Daniel C. Deasy, Notary Public, New York County.]

At a regular meeting of the Board of Directors of The United States Fidelity and Guaranty Company, duly called and held on the thirteenth day of April, A. D. 1908, at the office of the Company, in the City of Baltimore, State of Maryland, a quorum being present, on motion it was unanimously

Resolved, That Sylvester J. O'Sullivan, Manager, or George E. Hayes, or Alonzo Gore Oakley, or W. C. Schryver, or Gilman Ashburner, or Louis B. Caziarc, or Harry C. Harden, or Adolphus A. Jackson, or A. Van Tanbacht, Attorneys-in-fact of this Company in the State of New York, be and they hereby are, and each of them is authorized and empowered to execute and deliver and to attach the seal of the Company to any and all bonds and undertakings for, or on behalf of the Company, in its business of guaranteeing the fidelity of persons holding places of public or private trust and the performance of contracts other than insurance policies, and executing or guaranteeing bonds and other undertakings required

or permitted in all actions or proceedings or by law required; such bonds and undertakings, however, to be attested in every instance by one other of the persons above named, as occasion may require.

STATE OF NEW YORK,
County of New York, ss:

I, W. C. Schryver, Attorney-in-fact of The United States Fidelity and Guaranty Company, have compared the foregoing resolution with the original thereof, as recorded in the minute book of the said Company, and do hereby certify that the same is a true and correct transcript therefrom and of the whole of said original resolution.

Given under my hand and the seal of the Company, at the City of New York, this 4 day of Feb. 1910.

W. C. SCHRYVER,
Attorney-in-Fact.

111 [Seal The United States Fidelity & Guaranty Company, Incorporated, 1896.]

Statement United States Fidelity and Guaranty Company.

Capital Paid in Cash, $2,000,000.

Total Resources Over $5,000,000.

New York Office, 66 Liberty Street.

Home Office, Baltimore, Md.

Sylvester J. O'Sullivan, Manager.

At the Close of Business December 31st, 1909.

Commenced Business August 1, 1896.

Assets.

Par Value.		Market Value.
$110,000.00	Government Bonds	$112,075.00
2,060,855.90	Baltimore City and other Municipal State and County Bonds	2,026,019.97
427,000.00	Railroad Bonds	410,700.00
380,000.00	Equipment Bonds	377,645.00
185,000.00	Street Railway Bonds	178,312.50
186,200.00	Miscellaneous Bonds	180,363.75
63,800.00	Bank Stocks	101,519.00
100,000.00	Lawyers Surety Co. Stock	150,000.00
$3,512,855.90	Total Stocks and Bonds	$3,536,635.22

Home Office Property (assessed valuation $406,450.00)		400,000.00
Other Real Estate		63,850.00
Loan secured by Mortgage		3,000.00
Loans secured by Collaterals		168,149.00
Cash on hand and in Banks		543,146.34
Premiums in course of collection not more than three months due		280,727.61
Due and accrued by U. S. Government under contract		15,748.39
Advance, secured		48,146.75
Due for Subscriptions, Department of Guaranteed Attorneys, not over three months due		35,185.25
Account with Suspended Bank (68%)		1,649.38
Interest and Rents due and accrued		49,491.73
		$5,145,729.67

Liabilities.

Capital stock paid in cash		2,000,000.00
Due for Return Premiums and Re-insurance		19,547.16
Munich Re-insurance Company Reserve Account		18,644.70
Reserve for 1910 and Expenses		52,252.27
Premium reserve	$1,691,947.55	
Reserve for Claims and Contingencies	850,530.45	
Surplus	512,807.54	3,055,285.54
		$5,145,729.67

112 STATE OF NEW YORK,
County of New York, ss:

W. C. Schryver being duly sworn, says: that he is the Attorney-in-fact of the United States Fidelity and Guaranty Company, and that, to the best of his knowledge and belief, the foregoing is a true and correct statement of the financial condition of said Company, as of December 31, 1909, and that the financial condition of said Company is as favorable now as it was when such statement was made.

W. C. SCHRYVER.

Subscribed and sworn to before me this 4 day of Feb. 1910.

DANIEL C. DEASY,
Notary Public, New York County.

[Seal Daniel C. Deasy, Notary Public, New York County.]

(Endorsements:) United States Supreme Court. Dorris Griffith, alias Dorris Griffin, Plaintiff-in-Error, against State of Connecticut, Defendant-in-Error. Bond. I. Henry Harris, Attorney for Plaintiff-in-Error, 320 Broadway, Central Bank Building, Borough of Manhattan, New York City. Filed February 19, 1910. George A. Conant, Clerk.

I, George A. Conant, Clerk of the Supreme Court of Errors of the State of Connecticut in and for Hartford County and the
113 First Judicial District, hereby certify that the above and foregoing are true copies of the original bonds on file in my office in two certain cases entitled 332 State of Connecticut vs. Doris Griffith, alias Doris Griffin, and 333 State of Connecticut vs. Doris Griffith, alias Doris Griffin, et al.

In witness whereof I have hereto set my hand and the seal of said Supreme Court of Errors this 4th day of March, 1910.

[Seal Supreme Court of Errors, Conn.]

GEORGE A. CONANT, *Clerk.*

114 By the Honorable Simeon E. Baldwin, Chief Justice of the Supreme Court of Errors, to the State of Connecticut, and to Hugh M. Alcorn, Esq., State's Attorney for Hartford County, Greeting:

You are hereby cited and admonished to be and appear before United States Supreme Court, to be holden at the City of Washington, D. C., United States of America, on the 10th day of March 1910, pursuant to a writ of error filed in the Clerk's Office of the Supreme Court of Errors, Hartford County, First Judicial District, State of Connecticut, wherein Doris Griffith, alias Doris Griffin is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment in said writ of error mentioned should not be corrected and speedy justice should not be done in that behalf.

Given under my hand at New Haven, in the State of Connecticut, this 2nd day of February, in the year of our Lord One Thousand Nine Hundred and Ten, and of the Independence of the United States, the One Hundred and Thirty-Fourth.

SIMEON E. BALDWIN,
Chief Justice of the Supreme Court of Errors of the State of Connecticut.

Filed Feb'y 4, 1910. George A. Conant, Clerk.

115 [Endorsed:] United States Supreme Court. Dorris Griffith, alias Dorris Griffin, Plaintiff-in-Error, against People of the State of Connecticut. Original Citation. I. Henry Harris, Attorney for Plaintiff-in-Error, 320 Broadway, Borough of Manhattan, New York City. Due timely and legal service of this citation is hereby admitted this 4th day of Feb'y 1910. Dated Feb'y — 1910. Hugh M. Alcorn, State's Attorney, Att'y for Defendant in Error.

116 STATE OF CONNECTICUT,
County of Hartford, First Judicial District:

I, George A. Conant, Clerk of the Supreme Court of Errors of said State in and for said County and Judicial District, hereby make return to the foregoing writ of error, and herewith transmit

the original writ of error, a true copy of all the proceedings and judgments in said Supreme Court of Errors, duly authenticated, a true copy of the opinion of said Supreme Court of Errors, the original assignment of errors, a true and certified copy of the supersedeas bonds, and the original citation with the acceptance of service endorsed thereon, in the cases, to wit, No. 332, State of Connecticut, vs. Doris Griffith, alias Doris Griffin and No. 333, State of Connecticut, vs. Doris Griffith, alias Doris Griffin, et al.

In Witness Whereof, I hereunto set my hand and affix the seal of said Supreme Court of Errors, this 5th day of March, 1910.

[Seal Supreme Court of Errors, Conn.]

GEORGE A. CONANT,
Clerk of the Supreme Court of Errors in and for Hartford County and the First Judicial District.

117 #2.

UNITED STATES OF AMERICA, *ss:*

[Seal of Circuit Court, Connecticut.]

The President of the United States of America to the Justices of the Supreme Court of Errors, Hartford County, State of Connecticut, Greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the Supreme Court of Errors, State of Connecticut, before you, or some of you, between The State of Connecticut and Doris Griffith, alias Doris Griffin, a manifest error hath happened, to the great damage of the said Doris Griffith, alias Doris Griffin, as is said and appears by her complaint, we, being willing that such error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Justices of the United States Supreme Court, at Washington, D. C., U. S. of A., together with this writ, so that you have the same at the said place, before the Justices aforesaid, on the 10th day of March, 1910, that the record and proceedings aforesaid being inspected, the said Justices of the United States Supreme Court, may cause further to be done therein, to correct that error, what of right and according to the law and custom of the United States ought to be done.

Witness, the Honorable Melville W. Fuller, Chief Justice of the Supreme Court of the United States, this 11th day of March, in the year of our Lord one thousand nine hundred and ten, and
118 of the Independence of the United States the one hundred and thirty-fourth.

[L. S.]

E. E. MARVIN,
Clerk of the United States Circuit Court.

The foregoing writ is hereby allowed.

FREDERIC B. HALL,
Chief Justice of the Supreme Court
of Errors of State of Connecticut.

Filed March 11, 1910. Geo. A. Conant, Clerk.

119 [Endorsed:] (2) United States Supreme Court. Dorris Griffith, alias Dorris Griffin, Plaintiff-in-Error, against People of the State of Connecticut, Defendant-in-Error. Original. #2. Writ of Error. I. Henry Harris, Attorney for Plaintiff-in-Error. 320 Broadway, Central Bank Building, Borough of Manhattan, New York City. To —— ——, Esq., Attorney for —— ——. Due and legal service of a copy of the within writ of error is hereby admitted without prejudice. Dated, — Conn., March 11, 1910. Hugh M. Alcorn, Attorney for State of Connecticut.

120 #2.

By the Honorable Frederick B. Hall, Chief Justice of the Supreme Court of Errors.

To the State of Connecticut and to Hugh M. Alcorn, Esq., State's Attorney for Hartford County, Greeting:

You are hereby cited and admonished to be and appear before United States Supreme Court, to be holden at the City of Washington, D. C., United States of America, on the 25th day of April, 1910, pursuant to a writ of error filed in the Clerk's Office of the Supreme Court of Errors, Hartford County, First Judicial District, State of Connecticut, wherein Doris Griffith, alias Doris Griffin, is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment in said writ of error mentioned should not be corrected and speedy justice should not be done in that behalf.

Given under my hand at Bridgeport, in the State of Connecticut, this 10th day of March, in the year of our Lord One Thousand Nine Hundred and Ten, and of the Independence of the United States, the One Hundred and Thirty-fourth.

FREDERIC B. HALL,
Chief Justice of the Supreme Court of Errors
of the State of Connecticut.

Filed March 11, 1910.
GEO. A. CONANT, *Clerk.*

121 [Endorsed:] (2) United States Supreme Court. Dorris Griffith, alias Dorris Griffin, Plaintiff-in-Error, against People of the State of Connecticut, Defendant-in-Error. Original. #2. Citation. I. Henry Harris, Attorney for Plaintiff-in-Error. 320 Broadway, Central Bank Building, Borough of Manhattan, New York City. Due and legal service of a copy of the within citation is hereby admitted, without prejudice. Dated, Conn., March 11, 1910. Hugh M. Alcorn, Attorney for State of Connecticut.

122 United States Supreme Court.

#2.

DORRIS GRIFFITH alias DORRIS GRIFFIN, Plaintiff-in-Error,
against
PEOPLE OF THE STATE OF CONNECTICUT, Defendant-in-Error.

The plaintiff-in-error, Dorris Griffith, by I. Henry Harris, her attorney, assigns error to the judgment of the Court herein as follows:

1. That the Supreme Court of Errors of the State of Connecticut erred in not holding that Chapter 238 of the Public Acts of 1907, entitled "An Act Concerning Certain Loans," approved July 27th, 1907, being the act under which the information in said cause is framed and found, is, under the provisions of Section 1, Article 14 of the Amendments to the Constitution of the United States, unconstitutional and void.

2. That the Court erred in refusing to hold that said statute being the act under which the indictment in said above cause is framed and found, is, under the provisions of Section 1, Article 14, of the Amendments to the Constitution of the United States, providing that no state shall deny to any person within its jurisdiction the equal protection of the laws, unconstitutional and void, inasmuch as said statute treats of and confers upon persons, firms, companies and corporations doing business in the County of Hartford, and State of Connecticut, certain privileges which are general and not local in their nature, but by the terms of said act limits the exercise of said privileges to persons, firms or corporations incorporated under
123 the laws of this State, and, therefore, citizens of the State of Connecticut.

3. The court erred in refusing to hold that said statute, under the constitutional provisions aforesaid, is unconstitutional and void, inasmuch as said statute treats of and confers certain rights and privileges upon national banks, or banks and trust companies incorporated under the laws of this state, or upon pawn brokers, provided such pawn brokers procure a license under Chapter 235 of the Public Acts of 1905, all of which rights and privileges said statute expressly deprives all other persons, and prohibits all other persons, firms and corporations from exercising.

4. The court erred in refusing to hold that said statute is, under said constitutional provisions, unconstitutional and void, inasmuch as it treats of and imposes upon all persons, firms, companies and corporations of all other states, or banks or trust companies, excepting national banks, criminal penalties for acts made misdemeanors by said statute, and by its terms does not make such acts misdemeanors when done or performed by banks or trust companies chartered under the laws of the State of Connecticut, but expressly and wholly excepts said banks and trust companies, upon the commission or performance by them of said prohibited acts, from the penalties therefor provided by said act.

5. The court erred in refusing to hold that said statute is, under the provisions of said constitutional provisions, unconstitutional and void, inasmuch as it attempts to confer upon all persons in the State of Connecticut, who are licensed, and whose business it is, or a part of whose business it is to lend money as pawn brokers, and upon banks and trust companies, incorporated under the laws of
124 the State, as a class, certain rights and privileges, which said rights and privileges said statute expressly forbids to be exercised by all other persons, firms, corporations, banks and trust companies incorporated under the laws of other states in the Union.

6. The court erred in refusing to hold that said statute is, under the provisions of Section 1, Article 14, of the Amendments to the Constitution of the United States, unconstitutional and void, in that thereby this state is attempting to deprive persons of liberty and property without due process of law.

7. The court erred in refusing to hold that said statute is, under said constitutional provisions, unconstitutional and void, in that thereby this state is attempting to abridge the privileges or immunities of citizens of the United States, contrary to the law of the land.

8. The court erred in refusing to hold that said statute is, under said constitutional provisions, unconstitutional and void, in that thereby this state is attempting to abridge and take away the right of contract between persons, firms, corporations, banks and trust companies, incorporated under the laws of any state in the Union, other than the State of Connecticut.

9. The court erred in refusing to hold that said statute is, under the provisions of Section 10 of Article 1 of the Constitution of the United States, unconstitutional and void.

10. The court erred in refusing to hold that said statute is, under the provisions of said constitutional provision recited in Number 9, unconstitutional and void, inasmuch as its enforcement would impair the obligation of contracts existing between all persons,
125 firms, or corporations, or banks, or trust companies duly incorporated under the laws of any state in the United States, excepting such banks and trust companies as may be incorporated under the laws of the State of Connecticut.

11. The court erred in refusing to hold that said statute, being the act under which the indictment in the above cause is framed and found, is under the provisions of Section 2, of Article 4 of the Constitution of the United States, unconstitutional and void.

12. The court erred in refusing to hold that the said statute is under the provisions of Section 1, of Article 14 of the Constitution of the United States, unconstitutional and void.

13. The court erred in affirming the judgment and in refusing to discharge the prisoner.

I. HENRY HARRIS,
Attorney for Plaintiff-in-Error.

Office and P. O. Address, 320 Broadway, Borough of Manhattan, New York City.

Filed March 11, 1910.
GEO. A. CONANT, *Clerk.*

126 [Endorsed:] (2) United States Supreme Court. Dorris Griffith, alias Dorris Griffin, Plaintiff-in-Error, against People of the State of Connecticut, Defendant-in-Error. Original. #2. Assignment of Error. I. Henry Harris, Attorney for Plaintiff-in-Error, 320 Broadway, Central Bank Building, Borough of Manhattan, New York City. Due and legal service of a copy of the within assignment of error is hereby admitted without prejudice. Dated Conn., March 11, 1910. Hugh M. Alcorn, Attorney for State of Connecticut.

Endorsed on cover: File No. 22,118. Connecticut Supreme Court of Errors. Term No. 514. Doris Griffith, alias Doris Griffin, plaintiff in error, vs. The State of Connecticut. File No. 22,119. Term No. 515. Doris Griffith, alias Doris Griffin, plaintiff in error, vs. The State of Connecticut. Filed April 22d, 1910. File Nos. 22,118 and 22,119.

IN THE SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1910.

Nos. 514 & 515.

DORIS GRIFFITH, Alias DORIS GRIFFIN, and
ELIZABEH TRIMBLE,
Plaintiffs in Error,

and

PEOPLE OF THE STATE OF CONNECTICUT,
Defendants in Error.

BRIEF OF PLAINTIFF IN ERROR IN OPPOSITION TO MOTION TO DISMISS WRIT OF ERROR

A.

In order for the defendant in error to prevail upon this motion the grounds of the appeal must be obviously frivolous or plainly unsubstantial either because they are manifestly devoid of merit or because their unsoundness so clearly results from previous decisions of this court as to foreclose the subject and leave no room for the inference that the question sought to be raised can be the subject of controversy. The motion may not prevail even though it be admitted that a careful analysis of the previous cases will manifest that they are decisive. Louisville & Nashville Railroad Company vs. Melton, 218 U. S., 36. Therefore

counsel for the plaintiff in error will confine his brief to showing that the grounds taken are not obviously frivolous nor plainly unsubstantial, and that though the decision of the State court may be correct it would require a careful analysis of previous cases to arrive at that conclusion.

STATEMENT.

Each and every assignment of error enumerated was duly raised in the State court. The question as to the unconstitutionality of the statute in question was raised not only upon requests to charge the jury but also upon motions to dismiss the indictment and were pressed upon appeal.

ANSWER TO POINT I.

The writ of error does present a substantial Federal question.

It is claimed by the plaintiff in error that the statute in question is an arbitrary, unjust and unreasonable selection, favoring a class, is detrimental to the public, stifles competition and that no good reason exists for the granting of the privilege of loaning money at any rate of interest without taking a mortgage on real or personal property to the favored class to the exclusion of all others.

If it be held that this statute does not offend against the Federal Constitution, then the Legislature of the State could limit all but the favored class to interest at the rate of one per centum per annum, which would in effect be an edict that only trust companies, pawnbrokers and banks can loan money and they can do so at any rate of interest, thus leaving the borrower wholly at the mercy of this

selected class. If a friend wanted to loan money at a fair rate of interest he would be precluded for so doing unless be formed a trust company, bank or became a pawnbroker. Attention of this learned tribunal is directed to the fact that it is not the **business** of loaning money to which this statute is directed, but to the loaning of money by anyone, therefore the pawnbroker, trust company or bank which loans money at a very high rate and takes as security wearing apparel, household furniture, jewelry or other personal property is law abiding, but a friend who desires to loan at a low rate without security is subject to fine and imprisonment. It will be observed that this is not a statute that attempts to regulate the rate of interest, that the selected class may accept for a loan of money, nor a statute that would supervise the transactions between borrower and lender. What is there to regulate if the selected class can charge any rate of interest they please and take whatever security they deem advisable. What can the State supervise or regulate here? Nothing. The borrower is left entirely in the hands of the lender, who is protected from competition; and again, if legislation such as this does not offend against the United States Constitution the State might go a step further and provide that only banks trust companies and pawnbrokers worth a million dollars may loan money at a rate greater than one per centum. One of the effects of this statute is to prevent a poor man from loaning money. If a man has ten dollars or ten millions dollars the right is equal to loan out his money and it will not be contended that a man with ten dollars can organize a trust company, a bank or become a pawnbroker. From the foregoing it must become at once apparent that by no stretch of imagination can the statute be upheld upon the ground

of public policy. It is not a police regulation; there is no care imposed or restriction in the loan of money by the favored few—simply an arbitrary, unreasonable limitation upon all except those privileged under the statute. It is of course conceded that reasonable and necessary classification is not offensive to the Constitution, but that which is palpably an arbitrary selection cannot be justified by calling it classification, as was said by Mr. Justice Brewer, in Atchison vs. Mathews, 174 U. S., 96:

> "While this right to classify was conceded, it was said that such classification must be based upon some difference bearing a reasonable and just relation to the act in respect to which the classification is attempted. That no mere arbitrary selection can ever be justified by calling it classification." See also Barber & Connelly, 113 U. S., 30.

And see as directly in print:

> "Cotting vs. Goddard, 183 U. S., 79.
> Connolly vs. Union Sewer Pipe Co., 184 U. S., 539.

In both the last mentioned cases the court held that the State statutes were in conflict with the Federal Constitution.

In the first mentioned case a statute of the State of Kansas limited the amount of charges to be made by a corporation without limiting the charges to be made by other similar corporations doing a similar business, and without any reference to the character or the value of the services rendered, and although the statute was general in its terms and was made applicable to any corporation doing business of a certain amount. It was held that since the statute made a direct and positive discrimination between

persons engaged in the same class of business, it was in violation of the Constitution.

In that case as in the case at bar, the statute criticized limited the amount of the charges—in the one case for work to be performed and in the other for the loan of money—without limiting the charges of other persons, firms or corporations doing a similar act or business. The reasoning of Mr. Justice Brewer, who wrote for this court in that case, is peculiarly applicable to the case at hand. If the statute in the Cotting case, supra, was repugnant to the provisions of the Constitution, this statute also violates its provisions, as the same evil is found in both without reason or justification. The learned counsel for the defendant in error has cited a number of cases, none of which it is asserted, with all respect, is in point. In all of them there is some good and sufficient reason why a classification is necessary and advisable for the benefit of the public to properly enforce a law or they deal with the subject of taxation. It would be a work of superrogation to distingush every case cited by the learned City Attorney, but a reference to a few stating the questions decide.. is instructive as to the value of the citations.

In Kidd Doter Co. vs. Musselman Co., 217 U. S., 261, a statute which regulated the sale of merchandise applicable to all alike was held Constitutional.

In Standard Oil Co. v. Tennessee, 217 U. S., 413, the statute in question affects all alike.

In Hannis Distilling Co. vs. Baltimore, 216 U. S., 285, a taxing statute was under consideration.

In Welch vs. Swasey, 214 U. S., 90, the statute attached provided for a different height of buildings in the residential section from that of the business section. The statute was held constitutional, good reasons being advanced for the classification and the discrimination.

Health vs. Mulligan, 207 U. S., 338. There was no discrimination against people manufacturing and selling the same article.

Watson vs. Maryland, 218 U. S., 173. In that case the classification was justified in that all persons under like conditions were given similar privileges.

In Franklin vs. State of South Carolina, October Term, 1909, Vol. 15 (Advance Sheets), p. 640, no question of classification in the controversy.

In Southwestern Oil Company vs. Texas, 217 U. S., 114, it was a question of taxation.

ANSWER TO POINT 2

The regulation of interest charges is undoubtedly the proper subject of state legislation, but in the first place this statute is not a regulation of interest charges. It is in effect a special statute permitting only certain favored individuals or corporations to do an act or conduct a business. All business of course is the proper subject of legislation, but not legislation that interferes with the fundamental rights of the citizens under the Constitution or laws of the United States; and, even conceeding it is a regulation of an interest charge, such a regulation, according to the decision of the Cotter case, supra, is an unjust discrimination and violative of the Constitution. There is "no fair reason for the

law that would not require with equal force its extension to others it leaves untouched."

Mo., Kas. & Texas Ry. Co. vs. May, 194 U. S., 269.

ANSWER TO POINT 3.

The observations under Answers to Points 1 and 2 fully answer the contention of the defendant in error under this point.

ANSWER TO POINT 4.

That legislation of the kind here in question is a violation of the Fourteenth Amendment has been repeatedly decided by this court, and the case of Cotter vs. Kansas City Stockyard Co., 183 U. S., 79, cited by the defendant in error, is direct authority for the condemnation of the statute here under review.

From the foregoing it follows that the writ is not obviously frivolous or plainly unsubstantial. It is not devoid of merit. There is undoubted force in the contention of the plaintiff in error that the statute here sought to be reviewed is violative of the Constitution. In any event a careful analysis of the previous cases is necessary before it can be determined that the plaintiff in error must fail here.

The writ, therefore, is not without merit and the motion should be denied.

Respectfully submitted,

DORIS GRIFFITH, alias DORIS GRIFFIN,
Plaintiff in Error,

By I. HENRY HARRIS,
Attorney for Plaintiff in Error.

IN THE SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1910.

No. 515.

DORIS GRIFFITH, *alias* DORIS GRIFFIN,
Plaintiff in Error,

and

PEOPLE OF THE STATE OF CONNECTICUT,
Defendants in Error.

MOTION TO DISMISS WRIT OF ERROR AND BRIEF.

MOTION.

The defendants in error pray that the writ of error in this case may be dismissed or that the decree of the lower Court may be affirmed, because —

1. No federal question is presented upon the record and therefore this Court has no jurisdiction.

2. The question raised involves only the construction of a state statute upon which the decision of the Supreme Court of Connecticut is final and conclusive.

3. The question raised is one of public policy and is governed by the constitution and laws of the state as construed by its own courts.

4. It is manifest that the writ of error was taken for delay only, and the question upon which the jurisdiction of this Court depends is so frivolous as not to need further argument.

STATEMENT AND BRIEF.

The information charges the accused in six counts with the violation of Sections 1 and 2 of Chapter 238 of the Public Acts of 1907, entitled "An Act concerning Certain Loans." No question was raised in the trial Court as to the sufficiency of the information, nor was any question raised as to the constitutionality of the act in question prior to the verdict, except as appears in the requests to charge filed with the Court at the close of the evidence. The accused was adjudged guilty upon each count in the information, and appealed. Among the errors assigned in the Appellate Court was the refusal of the trial Court to charge the jury that the act in question was unconstitutional and void under the Fourteenth Amendment and under Section 10, Art. 1, and Section 2, Art. 4, of the Constitution of the United States. The entire claims of the plaintiff in error in this Court are based upon the constitutional provisions here referred to.

The sections of the statute necessary to be considered are as follows: —

> Sec. 1. No person, firm, or corporation, or any agent thereof, other than a national bank or a bank or trust company duly incorporated under the laws of this state, or a pawnbroker as provided in Chapter 235 of the Public Acts of 1905, shall directly or indirectly loan money to any person and directly or indirectly charge, demand, accept, or make an agreement to receive therefor, interest at a greater rate than fifteen per centum per annum. The provisions of this section shall not apply to loans made to any

national bank or any bank or trust company duly incorporated under the laws of this state or to any bona fide mortgage of real or personal property.

Sec. 2. No person, firm, or corporation, with intent to evade section one hereof, shall accept a note for a greater amount than that actually loaned.

The first prosecution under this act is reported in State *v.* Hurlburt, 82 Conn., 232 (June Term, 1909) where, as in this case, the conviction of the agents of D. H. Tolman, the well-known money lender, was affirmed by the Supreme Court of Errors. In that case, however, the constitutionality of the act in question, under both the state and federal constitution, was directly challenged by demurrer and the validity of the statute, in this, as in all other respects, was upheld. The Court, in that case, passed upon the constitutional questions sought to be raised here, and in discussing those questions said:

"The constitutionality of this enactment was challenged by the demurrer to the information.

"The Constitution of Connecticut, Art. 1, Sec. 1, asserts in its Declaration of Rights, 'That all men when they form a social compact, are equal in rights,' and that 'no man or set of men are entitled to exclusive . . . privileges from the community.'

"By the Fourteenth Amendment to the Constitution of the United States, no state can 'deny to any person within its jurisdiction the equal protection of the laws.'

"None of these provisions affect the validity of the Act of 1907.

"The General Assembly, in respect to the matter of usury, had the right to deal with different classes of money lenders or money borrowers in a different way, provided there was nothing apparently unreasonable in creating such distinctions, and all the members of each class were treated in the same manner. Heath & Milligan Co. *v.* Worst, 207 U. S., 338, 354, 28 Sup. Ct. Rep., 114; Home Telephone Co. *v.* Los Angeles, 211 U. S., 265, 281, 29 Sup.

Ct. Rep., 50. The enactment of the statute now in question fell within this right. Norwich Gas & Elec. Light Co. *v.* Norwich, 76 Conn., 565, 573, 57 Atl., 746."

The opinion of the Supreme Court of Errors in the present case is reported in the 83 Conn., 1 (June Term, 1910), where the Court reaffirmed its previous ruling as to the constitutionality of the act in the following language:

"In the reasons of appeal it is alleged that the act upon which the information is based, is rendered void by the provisions of Sec. 1 of the Fourteenth Amendment, and of Sec. 10, Article First, of the Constitution of the United States, and of Sec. 13, Article First, of the Constitution of Connecticut.

"We held in State *v.* Hurlburt, 82 Conn., 232, 72 Atl., 1079, that the provisions of the Fourteenth Amendment of the Federal Constitution did not affect the validity of this Act.

"The provisions of Sec. 10 of Article First, of the Federal Constitution, that no State shall pass any law impairing the obligation of contracts, applies only to legal obligations; to contracts imposing obligations which are capable, in legal contemplation of being impaired; to contracts conferring rights which are recognized in courts of justice. It does not give validity to contracts which are properly prohibited by statute. Trustees of the Bishop's Fund *v.* Rider, 13 Conn., 87, 93, 94.

"The contract, the enforcement of which is forbidden by Sec. 5 of the Act in question, is one which might be properly prohibited by the legislature. Statutes prohibiting usurious contracts are for the prevention of extortion and unjust oppressions by unscrupulous persons, who are ready to take undue advantage of the necessities of others. From an early date such statutes have existed in nearly every State in the Union. 29 Amer. & Eng. Ency. of Law (2d Ed.), 454. Legislatures exercise a legitimate power in enacting laws regulating the rate of interest

to be taken on loans. Chapman *v.* State, 5 Ore., 432."

The act in question, therefore, has already been twice construed by our Supreme Court and upheld.

State *v.* Hurlburt *et al.*, 82 Conn., 232.
State *v.* Griffith, 83 Conn., 1.

1.

The writ of error does not present a substantial federal question which is now open to discussion. The action of the state Court which it is here sought to have reviewed, is but a reaffirmation of its previous ruling as to the validity of a state statute, and it appears from the face of the record that the determination by that Court of the questions presented here is so plainly right as not to require further argument.

Fay *v.* Crozier, 217 U. S., 455.
Kidd, Dater Co. *v.* Musselman Co., 217 U. S., 461.
Standard Oil Co. *v* Tennessee, 217 U. S., 413.
Hannis Distilling Co. *v.* Baltimore, 216 U. S., 285.
Williams *v.* First National Bank, 216 U. S., 582.
Barrington *v.* Missouri, 205 U. S., 483.
Kaufman & Sons Co. *v.* Smith, 216 U. S., 610.
Ornstine *v.* Cary, 204 U. S., 669.
Thomas *v.* Iowa, 209 U. S., 258.

2.

The regulation of interest charges has been universally recognized as a proper subject of state legislation, and the question of the constitutionality of this and kindred legislation has invariably been held by this Court to be within the exclusive province of the state courts.

> "Usury is, of course, merely a statutory offense, and federal courts in dealing with such a question must look to the laws of the state where the transaction took place, and follow the construction put upon such laws by the state courts.
>
> "With the policy of the state legislation, the federal courts have nothing to do. If the states, whether New York, Arkansas, Minnesota, or others, think that the evils of usury are best prevented by making usurious contracts void and by giving a right to the borrowers to have such contracts unconditionally nullified and canceled by the Courts, such view of public policy, in respect to contracts made within the state and sought to be enforced therein, is obligatory on the federal courts, whether acting in equity or a law. The local law, consisting of the applicable statutes as construed by the Supreme Court of the state, furnishes the rule of decision."
>
> Missouri, Kansas & Texas Trust Co. *v.* Krumseig, 172 U. S., 355, 359, and cases cited.

The enactment of this statute is clearly within the police power of the state, and this Court has repeatedly held that the validity of such legislation is to be determined solely by the state Court. A very brief examination of the authorities will show that this Court has invariably declined to interfere with the operation of a state law of this character, except in cases where the fundamental rights of the citizen under the constitution or laws of the United States are plainly violated.

> "It is too well settled to require discussion at this day that the police power of the states extends to the regulation of certain trades and callings, particularly those which closely concern the public health. . . .
>
> "It (the state legislature) is the lawmaking body, and the federal courts can only interfere when fundamental rights guaranteed by the Federal Constitution are violated in the enactment of such statutes. This

subject has been so frequently and recently before this Court as not to require an extended consideration.

"Before a law of this kind can be declared violative of the Fourteenth Amendment as an unreasonable classification of the subjects of such legislation because of the omission of certain classes, the Court must be able to say that there is 'no fair reason for the law that would not require with equal force its extension to others whom it leaves untouched.' Such was the expression of this Court in Missouri, K. & T. R. Co. *v.* May, 194 U. S., 269, 48 L. Ed., 972, 24 Sup. Ct. Rep., 638, quoted with approval in Williams *v.* Arkansas, *supra.*"

Watson *v.* Maryland, 218 U. S., 173.
Franklin *v.* So. Carolina, 218 U. S., 161.
Southwestern Oil Co. *v.* Texas, 217 U. S., 114.
Welch *v* Swasey, 214 U. S., 91.
Muller *v.* Oregon, 208 U. S., 412.

3.

There is nothing in the legislation complained of which offends Sec. 10, Art. 1 of the Constitution of the United States.

"The language of this clause applies to all contracts which respect property or some object of value and confer rights which may be asserted in a court of justice, and this attaches only where a legal obligation clearly exists."

Trustees of the Bishop's Fund *v.* Rider, 13 Conn., 93, 94.
State *v.* Griffith, 83 Conn.,3.

The contracts in this case were prohibited by the act of 1907. Therefore no legal obligation exists, and the case

does not come within the purview of this clause of the constitution.

Trustees of Dartmouth College, *v.* Woodward, 4 Wheat, 639.
Hunt *v.* Hunt, 131 U. S., 165 (Appendix).
Stone *v.* Mississippi, 101 U. S., 814.

4.

That legislation of the kind here in question does not violate the Fourteenth Amendment has been repeatedly decided by this Court.

> . . . "Passing on that Amendment, we have repeatedly decided — so often that a citation of the cases is unnecessary, — that it does not take from the states the power of classification. And also that such classification need not be either logically appropriate or scientifically accurate. The problems which are met in the government of human beings are different from those involved in the examination of the objects of the physical world and assigning them to their proper associates. A wide range of discretion, therefore, is necessary in legislation to make it practical, and we have often said that the courts cannot be made a refuge from ill-advised, unjust, or oppressive laws. Billings *v.* Illinois, 188 U. S., 97, Heath & Milligan Manufacturing Co. *et al. v.* Worst, 207 U. S., 338."

District of Columbia *v.* Brooke, 214 U. S., 150.
Barbier *v.* Connolly, 113 U. S., 31.
Atchinson, Topeka, etc., Railroad *v.* Matthews, 174 U. S., 96.
Cotting *v.* Kansas City Stock Yard Co., 183 U. S., 79.
Tracy *v.* Ginzberg, 205 U. S., 178.
Lousiville & Nashville R. R. Co. *v.* Melton, 218 U. S., 36.

The scope of the motion does not invite comment upon the evil which the act in question is designed to meet nor does it require an extended discussion of the reasons why the writ should be summarily dismissed. The power to regulate interest charges has been exercised by every civilized nation, ancient or modern, whose laws survive in history, and this power has so long been recognized as a constitutional exercise of legislative authority, and has been so uniformly sustained by the courts upon grounds of public policy that it is now too late to ask this Court to consider it an open question. As was said by Chancellor Kent, in Dunham *v.* Gould, 16 John (N. Y.), 367:

> "The Romans, through the greater part of their history, had the deepest abhorrence of usury. They did not derive their objection to usury from the prohibitions in the Mosaic law, nor did they hold it sinful, as the learned fathers of the early and middle ages of the church have done; for they knew nothing of that law. The Roman law-givers and jurists acted from views of public policy. They found, by their own experience, that unlimited usury led to unlimited oppression, and that the extortion of the creditor and the resistance of the debtor were constantly agitating and disturbing the public peace."

In view of the repeated decisions of this Court upholding the right of the states under the Federal Constitution to make and enforce laws of this character, the writ of error has no merit in it.

STATE OF CONNECTICUT,

Defendant in Error

By HUGH M. ALCORN,

State's Attorney.

GRIFFITH *v.* STATE OF CONNECTICUT.

ERROR TO THE SUPREME COURT OF ERRORS OF THE STATE OF CONNECTICUT.

No. 514. Motion to dismiss or affirm. Submitted November 28, 1910.—Decided December 12, 1910.

Fixing maximum rates of interest on money loaned within the State by persons subject to its jurisdiction is clearly within the police power of the State, and the details are within legislative discretion if not unreasonably and arbitrarily exercised.

Classification, on a reasonable basis of subjects, within the police power,

is within legislative discretion and a reasonable selection which is not merely arbitrary and without real difference does not deny equal protection of the laws within the meaning of the Fourteenth Amendment.

The statute of Connecticut of 1907, limiting interest on loans, is not unconstitutional as denying equal protection of the laws because it excepts loans made by national and state banks and trust companies and *bona fide* mortgages, on real and personal property: the classification is a reasonable one.

The contract clause of the Federal Constitution does not give validity to contracts that are properly prohibited by statute.

If the validity of the particular subject of classification assailed has not been so foreclosed by prior decisions as to render discussion frivolous the motion to dismiss will be denied, but if, as in this case, it is manifest that the contention is, in view of prior decisions, without merit, the motion to affirm will prevail.

83 Connecticut, 1, affirmed.

UPON a prosecution originating in the Police Court of the city of Hartford, in Hartford County, Connecticut, the plaintiff in error was tried and convicted in the Superior Court of the county upon an information alleging, in six counts, the commission of offenses against chapter 238 of the Public Acts of Connecticut of 1907. The offenses charged were the exacting on certain loans of money a rate of interest greater than fifteen per cent per annum, contrary to the provisions of the first section of the act, and in accepting notes for an amount greater than that actually loaned with intent to evade the provisions of said first section, contrary to the provisions of the second section of the act. During the course of the trial the accused, in various forms, assailed the validity of the statute referred to because of repugnancy to the contract clause of the Constitution of the United States and to the equal protection clause of the Fourteenth Amendment. From a judgment imposing a fine as to the conviction upon each count an appeal was taken to the Supreme Court of Errors. The judgment of the Superior Court was affirmed (83 Connecticut, 1), and the case was then brought here.

Since the filing of the record the State of Connecticut has moved that the writ of error be dismissed, or, in the alternative, that the judgment be affirmed.

Mr. I. Henry Harris, in opposition to motion to dismiss or affirm, for plaintiff in error:

The statute cannot be upheld upon the ground of public interest. It is not a police regulation; there is no care imposed or restriction in the loan of money by the favored few—simply an arbitrary, unreasonable limitation upon all except those privileged under the statute. Conceding that reasonable and necessary classification is not offensive to the Constitution a palpably arbitrary selection cannot be justified by calling it classification. *Atchison, T. & S. F. R. Co.* v. *Matthews*, 174 U. S. 96; *Cotting* v. *Goddard*, 183 U. S. 79; *Connolly* v. *Union Sewer Pipe Co.*, 184 U. S. 539.

None of the cases cited for the defendant in error is in point.

While the regulation of interest charges is undoubtedly the proper subject of state legislation, this statute is not a regulation of interest charges. It is in effect a special statute permitting only certain favored individuals or corporations to do an act or conduct a business. There is no fair reason for the law that would not require with equal force its extension to others it leaves untouched. *Missouri, Kansas & Texas Ry. Co.* v. *May*, 194 U. S. 269.

Legislation of the kind here in question is a violation of the Fourteenth Amendment. *Cotter* v. *Kansas City Stock Yard Co.*, 183 U. S. 79. The writ is not obviously frivolous or plainly unsubstantial. It is not devoid of merit. A careful analysis of the previous cases is necessary before it can be determined that the plaintiff in error must fail here and the motion to dismiss should be denied.

Mr. Hugh M. Alcorn, in support of motion to dismiss or affirm, for defendant in error:

For the first prosecution under this act see *State* v.

Hurlburt, 82 Connecticut, 232, and for opinion in this case see 83 Connecticut, 1.

The act has already been twice construed. The writ of error does not present a substantial Federal question which is now open to discussion. It appears from the face of the record that the determination by the state court is so plainly right as not to require further argument. *Fay* v. *Crozier*, 217 U. S. 455; *Kidd, Dater Co.* v. *Musselman Co.*, 217 U. S. 461; *Standard Oil Co.* v. *Tennessee*, 217 U. S. 413; *Hannis Distilling Co.* v. *Baltimore*, 216 U. S. 285; *Williams* v. *First National Bank*, 216 U. S. 582; *Barrington* v. *Missouri*, 205 U. S. 483; *Kaufman & Sons Co.* v. *Smith*, 216 U. S. 610; *Ornstine* v. *Cary*, 204 U. S. 669; *Thomas* v. *Iowa*, 209 U. S. 258.

The regulation of interest charges has been universally recognized as a proper subject of state legislation, and the question of the constitutionality of this kindred legislation has invariably been held by this court to be within the exclusive province of the state courts. *Missouri, Kansas & Texas Trust Co.* v. *Krumseig*, 172 U. S. 355, 359, and cases cited.

The enactment of this statute is clearly within the police power of the State, and the validity of such legislation is to be determined solely by the state court. *Watson* v. *Maryland*, 218 U. S. 173; *Franklin* v. *South Carolina*, 218 U. S. 161; *Southwestern Oil Co.* v. *Texas*, 217 U. S. 114; *Welch* v. *Swasey*, 214 U. S. 91; *Muller* v. *Oregon*, 208 U. S. 412.

There is nothing in the legislation complained of which offends § 10, Art. I, of the Constitution of the United States. *Bishop's Fund* v. *Rider*, 13 Connecticut, 93, 94; *State* v. *Griffith*, 83 Connecticut, 3.

The contracts in this case were prohibited by the act of 1907. Therefore no legal obligation exists, and the case does not come within the purview of this clause of the Constitution. *Dartmouth College* v. *Woodward*, 4 Wheat.

639; *Hunt* v. *Hunt*, 131 U. S. 165; *Stone* v. *Mississippi*, 101 U. S. 814.

That the statute does not violate the Fourteenth Amendment has been repeatedly decided by this court. *District of Columbia* v. *Brooke*, 214 U. S. 150; *Barbier* v. *Connolly*, 113 U. S. 31; *Atchison, Topeka &c. R. R. Co.* v. *Matthews*, 174 U. S. 96; *Cotting* v. *Kansas City Stock Yard Co.*, 183 U. S. 79; *Tracy* v. *Ginzberg*, 205 U. S. 178; *Louisville & Nashville R. R. Co.* v. *Melton*, 218 U. S. 36.

The power to regulate interest charges has been exercised by every civilized nation, ancient or modern, whose laws survive in history, and this power has so long been recognized as a constitutional exercise of legislative authority, and has been so uniformly sustained by the courts upon grounds of public policy that it is now too late to ask this court to consider it an open question. *Dunham* v. *Gould*, 16 Johns. (N. Y.) 367.

In view of the repeated decisions of this court upholding the right of the States under the Federal Constitution to make and enforce laws of this character, the writ of error has no merit in it.

Mr. Justice White, after making the foregoing statement, delivered the opinion of the court.

The motion to dismiss or affirm is in effect based upon the claim that the assignments of error present no substantial Federal question. As the contentions urged required for their elucidation a consideration of the provisions of the statute charged to have been violated, we excerpt the first and second sections of the act. They are as follows:

"Sec. 1. No person, firm, or corporation, or any agent thereof, other than a national bank or a bank or trust company duly incorporated under the laws of this State, or a pawnbroker as provided in chapter 235 of the Public Acts

of 1905, shall directly or indirectly loan money to any person and directly or indirectly charge, demand, accept or make an agreement to receive therefor interest at a greater rate than fifteen per centum per annum. The provisions of this section shall not apply to loans made to any national bank or any bank or trust company duly incorporated under the laws of this State or to any *bona fide* mortgage of real or personal property.

"SEC. 2. No person, firm, or corporation, with intent to evade section one hereof, shall accept a note for a greater amount than that actually loaned."

The claim that the statute operates to deny the equal protection of the laws is based upon the provision exempting from the operation of the terms of § 1 "any national bank or any bank or trust company duly incorporated under the laws of this State" and "any *bona fide* mortgage of real or personal property." The contentions elaborated in the assignments of error find succinct expression in the following proposition set out in the brief filed in opposition to the motion to dismiss:

"It is claimed by the plaintiff in error that the statute in question is an arbitrary, unjust and unreasonable selection, favoring a class, is detrimental to the public, stifles competition and that no good reason exists for the granting of the privilege of loaning money at any rate of interest without taking a mortgage on real or personal property to the favored class to the exclusion of all others.

* * * * * * * *

"It is not a police regulation; there is no care imposed or restriction in the loan of money by the favored few—simply an arbitrary, unreasonable limitation upon all except those privileged under the statute.

* * * * * * * *

"The regulation of interest charges is undoubtedly the proper subject of State legislation, but in the first place this statute is not a regulation of interest charges. It is

in effect a special statute permitting only certain favored individuals or corporations to do an act or conduct a business.

* * * * * * * *

"There is 'no fair reason for the law that would not require with equal force its extension to others it leaves untouched.'"

It is elementary that the subject of the maximum amount to be charged by persons or corporations subject to the jurisdiction of a State for the use of money loaned within the jurisdiction of the State is one within the police power of such State. The power to regulate existing, the details of the legislation and the exceptions proper to be made rest primarily within the discretion of the state legislature, and "unless such regulations are so unreasonable and extravagant as to interfere with property and personal rights of citizens, unnecessarily and arbitrarily, they are within the power of the State; and the classification of the subjects of such legislation, so long as such classification has a reasonable basis, and is not merely arbitrary selection without real difference between the subjects included and those omitted from the law, does not deny to the citizen the equal protection of the laws." *Watson* v. *Maryland, ante*, p. 173, and cases cited. In the case at bar the Supreme Court of Errors ruled that the statute was not repugnant to the Fourteenth Amendment, following a prior ruling to that effect made in *State* v. *Hurlburt*, 82 Connecticut, 232.

In the *Hurlburt case*, discussing contentions similar to those here urged against the validity of the Connecticut statute of 1907, based upon the exemption clause in question, the court said:

"The exception from its operation of loans by national banks was merely a recognition of the legal effect, in excluding state legislation on the same subject, of the statutes of the United States which regulate their right to

make such contracts. The further exception in favor of loans by trust companies chartered by this State was fully justified by the peculiar character of these institutions, each created by a special act of legislation, and subject to the inspection of the bank commissioners. Gen. St. 1902, cc. 199, 202. There was also reasonable cause for the exception as to pawnbrokers. Their business can only be carried on by those found by public authority to be suitable persons to engage in it, and its character is such as to make it not improper to allow a charge of interest beyond the limit of 15 per cent a year. Pub. Acts 1905, p. 438, c. 235. There was also sufficient reason for restricting the statute so that it should not apply to loans made to any bank or to any trust company chartered by this State. Such institutions, managed by those accustomed to financial operations and familiar with the worth of money in the market from day to day, might well be deemed to require no statutory protection against being forced by their financial necessities to pay excessive interest for moneys borrowed. Nor is the act invalidated by the exception of mortgages.

"Publicity is one of the best safeguards against the making of unconscionable contracts. Under our recording system, it is rare that any *bona fide* mortgage, either of real or personal property, fails to be promptly spread upon the records of the town in which is situated the property which is its subject. So far as concerns chattel mortgages, also, our General Statutes of 1902 (sections 4132, 4134) had already made other and reasonable provision as to the rate of interest which might be charged, or which, in case of foreclosure, could be allowed. The general assembly, in respect to the matter of usury, had the right to deal with different classes of money lenders or money borrowers in a different way, provided there were nothing apparently unreasonable in creating such distinctions, and all the members of each class were treated

in the same manner. *Heath & Milligan Co.* v. *Worst*, 207 U. S. 338, 354; *Home Telephone Co.* v. *Los Angeles*, 211 U. S. 265, 281. The enactment of the statute now in question fell within this right. *Norwich Gas & Electric Co.* v. *Norwich*, 76 Connecticut, 565, 573."

In the argument on behalf of the plaintiff in error no attempt is made to meet the force of the foregoing statements of the court below; and, clearly, in the light of such declarations, it is impossible to conclude otherwise than that the classification complained of has a reasonable basis, and that the exemption of national banks, etc., was not a mere arbitrary selection.

In the argument for plaintiff in error no reference is made to the claim urged below of the protection of the contract clause of the Constitution. The claim appears to have had reference to a provision contained in § 5 of the act of 1907, forbidding the enforcement of contracts made in violation of the act, thereby operating to deny validity to such contracts when made by those not within the exempted classes. There was power to enact the provision (*Missouri, Kansas &c. Trust Co.* v. *Krumseig*, 172 U. S. 351, 358–9), and, as said by the court below, the contract clause of the Constitution of the United States "does not give validity to contracts which are properly prohibited by statute."

The Supreme Court of Errors of Connecticut did not err in its judgment of affirmance. As, however, the particular classification here assailed has not been the subject of express consideration in any prior decision of this court, and hence the power to make it cannot be said to have been so explicitly foreclosed as to cause contention on the subject to be obviously frivolous, the motion to dismiss cannot prevail. *Louisville & N. R. R. Co.* v. *Melton*, *ante*, p. 36. It is, however, manifest from the analysis which has been made of prior decisions that applying the principles settled by the cases which have

gone before, the contentions now advanced against the correctness of the judgment are so wholly without merit as not to require further argument. The motion to affirm must therefore prevail.

Affirmed.

GRIFFITH, *alias* GRIFFIN *v.* STATE OF CONNECTICUT.

ERROR TO THE SUPREME COURT OF ERRORS OF THE STATE OF CONNECTICUT.

No. 515. Motion to dismiss or affirm. Submitted November 28, 1910.—Decided December 12, 1910.

Decided on authority of *Griffith* v. *Connecticut*, *ante*, p. 563.

THE facts are stated in the opinion.

Mr. I. Henry Harris for plaintiff in error.

Mr. Hugh M. Alcorn for defendant in error.

MR. JUSTICE WHITE delivered the opinion of the court.

The parties to this record are the same as in No. 514, just decided, *ante*, p. 563, and the questions involved are the same, the prosecution being for similar offenses against the Connecticut act of 1907. Both cases were tried together. Upon the conviction in this, however, the trial court imposed the penalty of imprisonment. The two cases were disposed of by the Supreme Court of Errors in one opinion. As the decision in No. 514 is necessarily controlling, it follows that the judgment of the Supreme Court of Errors of Connecticut must be and it is

Affirmed.